

ACKNOWLEDGEMENT RE CONFIDENTIAL INFORMATION;
REPRODUCTIONS, CONTROLLED SUBSTANCES

The undersigned (“Contractor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

1. As used herein, the term “Artist” shall mean Britney Spears. The term “Company” shall be defined as Shiloh Standing, Inc., Britney Brands, Inc. or any other entity through which Artist’s business is conducted and/or in which Artist has a direct or indirect interest and any affiliate, successor, assign or designee of the foregoing. The term “engagement” and its derivatives shall refer to Contractor’s engagement by Company or any other person or entity in connection with the touring, rehearsal, travel, recording (both audio and audiovisual), filming and other activities of Artist. The term “Spears Family” shall mean Artist’s family, including but not limited to Artist’s children, father, mother and siblings and their families.

2. Contractor hereby acknowledges that Artist’s privacy is highly valued and that all efforts are made to maintain confidentiality with respect to Confidential Information (as defined below):

(a) Confidential Information: “Confidential Information,” as the term is used in this paragraph 2, includes any material or information relating to Company, Artist, or any other member of the Spears Family or any person or entity affiliated with them, his or her personal life, characteristics, views, conduct or background, or his or her business or financial condition, affairs or operations of any entity owned or controlled by Artist or any member of the Spears Family or any person or entity affiliated with them (the “Spears Family Entities”). By way of example but not limitation of the foregoing, Confidential Information includes personal knowledge of Contractor, as well as physical items, such as, films, videos, tapes and other records or recordings of or relating to Artist or any member of the Spears Family or his or her voice or likeness, or any of his or her assets or activities. The material and information described herein is Confidential Information no matter how or when obtained. By way of example but not limitation of the foregoing, such information may be acquired by observing documents, things, people or events, by direct communications with Artist, a member of the Spears Family or others or by overhearing conversations in the home, on the telephone or otherwise. By way of further clarification, any Confidential Information acquired by Contractor at any time prior to the date hereof shall nevertheless be deemed Confidential Information under this paragraph 2 and all terms of this paragraph 2 shall apply with respect thereto.

(b) Acknowledgment: Contractor acknowledges, that, during Contractor’s engagement and otherwise, and that prior to the date hereof, Contractor will likely be given access to or acquire Confidential Information. Contractor further acknowledges that maintaining complete privacy and avoiding the disclosure of Confidential Information are critically important to Company, Artist and to the Spears Family, that Contractor would not be or remain engaged and would not be given access to any Confidential Information if Contractor were not willing to agree to protect and preserve that privacy and confidentiality.

(c) Non-Disclosure: Contractor shall at all times, during and after Contractor's engagement and otherwise, respect and preserve the privacy of Artist and each member of the Spears Family and the Spears Family Entities and take all reasonable measures to prevent any disclosure of Confidential Information. Without Company's prior written consent in each instance, Contractor shall not, directly or indirectly, use, disclose, repeat or publish, or authorize, participate in, aid or abet the use, disclosure, repetition or publication of, any Confidential Information, in any manner whatsoever, at any time, whether during or after Contractor's engagement. By way of example, but not limitation of the foregoing, Contractor shall not, without Company's prior written consent in each instance: (a) tape, film or otherwise record, or use, disclose or publish, any, tape, film or other record, of (i) the voice, likeness or any activity of Artist or any member of the Spears Family, or (ii) any aspect of any activity occurring at, in or about any home or other property owned, occupied or used by Company, Artist, or any member of the Spears Family; or (b) give any interview or write, appear in connection with or assist or cooperate in the preparation or presentation of, any book, article, interview, program or other production or publication of any kind, concerning Artist, any member of the Spears Family or any of the Spears Family Entities. If Contractor has any question or doubt as to whether particular material or information is Confidential Information, Contractor shall obtain the written approval of Company prior to using or disclosing any such information. Notwithstanding the foregoing, Contractor shall be permitted to disclose certain Confidential Information to the limited extent actually required by law. Immediately upon learning that the disclosure of Confidential Information may be required by law, Contractor will notify Company and will fully cooperate with Company and use all reasonable best efforts to avoid such disclosure.

(d) Disclosure is Wrongful: Contractor acknowledges that substantial effort and expense have been dedicated to limit the constant efforts of the press, other media, and the public to learn of the personal and business affairs involving Artist, Company, the Spears Family and the Spears Family Entities, and that Contractor understands that part of Contractor's responsibilities require Contractor's protection of Confidential Information. Contractor acknowledges that maintaining the privacy and confidentiality of the Confidential Information is desirable and necessary to, among other things, prevent irreparable harm to Artist, Company, the Spears Family and the Spears Family Entities, and to their respective business reputations, opportunities, personal lives and careers. Contractor further acknowledges that any disclosure by Contractor to any third party shall constitute a breach of the terms of Contractor's engagement, and shall constitute a breach of trust and confidence, a breach of fiduciary duty, invasion of privacy, and a misappropriation of Company's, Artist's and/or the Spears Family and Spears Family Entities' exclusive property rights and may constitute fraud and deceit.

(e) Ownership: Contractor acknowledges and agrees that all Confidential Information, whether or not acquired or created by Contractor during Contractor's engagement or otherwise, shall be the exclusive property of Company, and Contractor hereby irrevocably assign to Company in perpetuity all rights of every kind and character in or arising out of any Confidential Information created or acquired by Contractor, to the extent that Company does not already own such rights. Without limiting the generality of the foregoing, Company shall be the sole and exclusive owner of any and all films, tapes, videos or other records or recordings of Artist or any member of the Spears Family or his or her voice or likeness or made in or about any home or other property owned, occupied or used by Company, Artist or by any member of the Spears Family or made or taken by Contractor in the course of or in connection with your

engagement hereunder, and the copyright in and to all such films, tapes, videos or other records or recordings shall belong exclusively to Company.

(f) Restriction on Removal/Duplication: Without Company's prior written consent in each instance and except as expressly required by Company in connection with Contractor's engagement, Contractor shall not remove, reproduce, summarize or copy or authorize, participate in, aid or abet the removal, reproduction, summarizing or copying of any Confidential Information. Contractor shall immediately return to Company all Confidential Information when Contractor's engagement terminates or at such earlier time as such Confidential Information is no longer required for Contractor's engagement or Company requests that such Confidential Information be returned.

(g) Cooperation: Contractor agrees that, in Company's discretion, Company may (or may not) apply for, obtain, register or take any action to protect or prevent the infringement of rights in any Confidential Information. If Company elects to take any such action, either during or after Contractor's engagement, Contractor shall: (a) take any action Company may deem reasonably necessary or desirable in connection with the exercise and/or protection of such rights; and (b) deliver to Company, in a form reasonably acceptable to Company, any document reasonably necessary or desired by Company to obtain, exercise or protect such rights. If Company seeks and obtains such assistance of Contractor after the termination of Contractor's engagement, Company shall compensate Contractor for any time actually spent in providing such assistance at a reasonable rate established by Company.

(h) No Inconsistent Employment or Agreement: Either during or after Contractor's engagement, Contractor shall not, without Company's express prior written approval, accept employment in, acquire any financial interest in, or perform any services for or in connection with, a business or entity in which Contractor's interest, duties or activities would explicitly or inherently require Contractor to reveal, repeat, use or publish any Confidential Information. Contractor represents and warrants that Contractor has not entered into, and agrees that Contractor will not, at any time, enter into any agreement that would interfere or be inconsistent with Contractor's covenants, representations and warranties in this paragraph 2.

(i) Remedies: The provisions of this agreement shall be for the benefit of and enforceable by Company, Artist or any member of the Spears Family and/or the Spears Family Entities. Contractor acknowledges that Contractor's breach of any provision of this paragraph 2 will cause Company, Artist and the members of the Spears Family irreparable harm, for which they will have no adequate remedy at law, and that, in addition to all other rights and remedies they may have: (a) they shall be entitled to injunctive and other equitable relief (with or without notice to Contractor) to prevent a breach or continued breach of this paragraph 2; (b) this paragraph 2 shall be specifically enforceable in accordance with its terms; and (c) in the event of any unauthorized publication of Confidential Information, Company shall automatically own the copyright in such publication. In addition to the foregoing: (i) without prejudice to any other rights or remedies, legal or equitable Company, Artist, the Spears Family or the Spears Family Entities may have as a result of the violation of the terms hereof, any payment or other consideration or benefits payable to or received by Contractor for causing, participating or cooperating in, aiding or abetting publication, broadcast or other disclosure or repetition of Confidential Information shall be the property of Company and, if received by Contractor, shall

be turned over to Company or held in trust for Company; and (ii) Contractor acknowledges and agrees that a violation of the terms of this paragraph 2 will result in substantial damages and injury to Company, and in the event of any unauthorized publication of Confidential Information, it would be extremely difficult and impractical, if not impossible, to measure the full extent of the injury caused by such publication, use and/or exploitation, even after the parties have made a reasonable endeavor to estimate compensation for such potential losses and damages to Company, Artist, the Spears Family and the Spears Family Entities, and, accordingly, Contractor further agrees (in addition to the right to recover from Contractor the full amount of any money or other compensation paid to or received by Contractor as a result of the disclosure of Confidential Information in violation of the terms hereof) that Contractor will also be obligated to pay to Company, and agrees to pay to Company, the sum of Five Hundred Thousand Dollars (\$500,000) as a reasonable and fair amount of liquidated damages to compensate Company for any loss or damage resulting from each breach by Contractor of the terms hereof. The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which Company and Artist and/or the Spears Family Entities will suffer from each breach of the terms of this paragraph 2. The parties acknowledge that if the foregoing liquidated damages (or any other judgment held valid by a court of competent jurisdiction) are unrecoverable, Company shall have the right to seize property or other assets of Contractor's of equivalent value.

(j) Waiver: Contractor recognizes that Contractor's engagement is premised on full and strict compliance by Contractor with the provisions of this paragraph 2. To the fullest extent permitted by law, Contractor expressly agrees to and hereby does waive any right, whether federal, state or otherwise and whether based on judicial decision or statutory or constitutional provision (including but not limited to the First Amendment to the United States Constitution), that would or might be inconsistent with or might negate or lessen Contractor's obligations as specified in this paragraph 2.

3. Contractor hereby acknowledges that Company has the exclusive right to photograph, tape, film, record or otherwise create material (collectively "Reproductions") which displays, duplicates or reproduces Artist's performances, Contractor's activities and/or the activities of Artist and other persons in connection with Artist (including so-called "concert", "behind-the-scenes" and "making-of" audio and audiovisual recordings). Contractor acknowledges and agrees that the Reproductions may contain scenes in which Contractor appears recognizably (the "Scenes"). Contractor hereby grants to Company and Company's agents, affiliates, assignees and licensees, throughout the universe in perpetuity, the right to photograph, film, tape (audio and/or video) or otherwise reproduce and use Contractor's name, voice, photograph, likeness, performance, appearance and activities in and in connection with the Scenes, and to exhibit, distribute, advertise, exploit, transmit or reproduce any such Scenes by any means and in any and all media now known or later recognized. Contractor hereby expressly acknowledges and agrees that all right, title and interest in and to all Reproductions and Scenes, shall be exclusively owned, throughout the universe and in perpetuity, by Company as a "work made for hire", including all copyrights therein and thereto for the life of copyright (including all extensions and renewals thereof). To the extent, if any, any Reproductions or Scenes are not subject to the immediately preceding sentence, Contractor hereby irrevocably and perpetually assigns to Company all right, title and interest of any kind or nature (including any and all copyrights therein), throughout the universe, to the extent Company does not otherwise

own such rights. All such materials may be exploited and otherwise used by Company in any manner, throughout the universe in perpetuity, without restriction of any kind and without payment, compensation or any other liability or obligation whatsoever to Contractor.

4. Contractor acknowledges that it is essential that Artist not be exposed to any alcohol, drugs or controlled substances (“Prohibited Substances”). Accordingly, Contractor agrees to refrain from the distribution, dispensation, solicitation, possession, sale, transfer or use of any Prohibited Substance (collectively, the “Prohibited Activities”). Contractor further acknowledges that Contractor occupies a safety-sensitive position and that any or all of the Prohibited Activities could create a situation that is unsafe for or could endanger Contractor, Artist and/or others and could substantially interfere with Contractor’s job performance and/or that of others.

Accordingly, Contractor agrees that Company shall have the right to require Contractor to undergo medical evaluation, including but not limited to testing at any time or place, with or without notice, to determine whether Contractor is under the influence of or has used or consumed any Prohibited Substance. Further, if Contractor is tested upon suspicion that Contractor has used or consumed a Prohibited Substance, Company shall have the right to suspend Contractor and not permit Contractor to return to work until the results of the test are obtained.

If Contractor engages in any Prohibited Activity, Contractor shall be subject to appropriate disciplinary action, up to and including immediate termination of Contractor’s services. Additionally, Contractor shall be deemed to have violated this provision and shall be subject to discipline, including immediate termination, if:

- (a) A Prohibited Substance is detected as a result of a test or otherwise;
- (b) Contractor refuses to submit to a test, fails to appear for a scheduled test or attempts to evade a test; or
- (c) Contractor attempts to substitute, dilute, mask or adulterate a specimen, or attempts to alter a test in any way.

It is specifically acknowledged and agreed that the terms of this paragraph 4 shall be enforceable by Company and any of its designees, including but not limited to Wyman Consulting.

5. In the event of any action or other proceeding brought by Company relating to the terms or enforcement hereof (including but not limited to the terms of paragraph 2 hereof), Company shall be entitled to recover its attorneys’ fees and costs incurred in connection with such action or proceeding.

6. If any provision in or obligations under this document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired hereby.

7. The terms hereof shall be construed in accordance with the laws of the State of California and any action or proceeding shall be brought solely in the state or federal court located in Los Angeles, California.

Contractor acknowledges that Contractor has read the foregoing and by his/her signature below agrees thereto.

Date: _____

_____ (name)

