

The Employee Non -Disclosure Agreement (the "Agreement") is made and effective this date 3/22/2023

BETWEEN:

(the "Employee"), an individual with main address at:

AND: AUDACY

(the "Company"), a corporation organized and existing under the laws of TX, USA, with its head office located at 4301 Westbank Dr, Bldg B, 3rd Floor, Austin, TX 78746
In consideration of employment by company and disclosure by company of confidential and trade secret information, the undersigned Employee hereby covenants and agrees as follows:

1. CONFIDENTIALITY

Employee acknowledged that in the course of Employee's employment by Company, Employee would be exposed to valuable confidential and trade secret information of Company; Employee agrees to treat all such information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of this agreement.

Employee acknowledged that trade secrets of the company will consist of but will not be necessarily limited to:

- a. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- b. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

Employee understand that this Agreement does not and will not prevent him/her from working for any other company subsequent to the termination of his/her employment with the company as long as the Employee does not use or disclose any such confidential and proprietary information.

2. USE

Employee shall not use Company's confidential and trade secret information, except to the extent necessary to provide services or goods requested by Company.

3. ENFORCEMENT

The Employee agrees that if he/she commits a breach of any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any court having equity jurisdiction. Employee acknowledged and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. In addition, the Company shall have any other right and remedies available at law or in equity.

4. TERMINATION

All materials furnished to Employee by Company, and all materials prepared by Employee in connection with Employee's employment by Company, including without limitation documents, models, source code, designs, flowcharts and listings, along with all copies made thereof, shall be returned promptly to Company upon termination of Employee's employment.

5. OWNERSHIP

Employee agrees that all developments made and works created by Employee or under Employee's direction in connection with company assignments shall be the sole and complete property of Company, that

any and all copyrights and other proprietary interests therein shall belong to Company, and that the other provisions of this Agreement shall fully apply to all such developments and works.

6. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the state TX , USA

7. INDEMNIFICATION

Employee agrees to pay liquidated damages in the amount of \$18,000 USD for any violation of the covenant not to disclose confidential information contained in this Agreement.

8. BINDING AGREEMENT

If any part of these promises is void for any reason, the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

Signature:

Company Representative (Sign)

SIMON TUCKER

Applicant (Sign) _____

(HR Manager)

Applicant (Title) _____

Date: 22nd Mar 2023

DATE. _____