

MSG Entertainment Holdings, LLC Nondisclosure Agreement

This Agreement (the "Agreement") is between MSG Entertainment Holdings, LLC, and you, a candidate for employment ("you").

In connection with your application for, and potential or actual employment with MSG Entertainment Holdings, LLC or its parent(s), subsidiaries, or affiliates (the "Company"), you will be provided with, and/or have access to, certain confidential, proprietary and/or non-public information concerning the Company, its subsidiaries and affiliates, and its and their officers, directors and employees ("Confidential Information"). Confidential Information shall include, without limitation, non-public information from any source and in any format (e.g., information disclosed orally or in written, electronic or other form or media) any non-public information relating to the Company's business, operations, or personnel, as well as any private, sensitive, or personal matters concerning Company executives, directors, or employees. Confidential Information also includes any information that a reasonable person would understand to be sensitive, private, or intended to remain confidential, even if not specifically designated as such.

You agree to keep confidential the Confidential Information, and to neither disclose nor use for your own or another's benefit, both during or after your application process, and both throughout and after any employment with the Company, any Confidential Information unless authorized in writing by the Company. You further agree to exercise the highest level of discretion, professionalism, and confidentiality with all aspects of your potential and/or actual employment, including but not limited to matters that may concern Company executives, personnel, or their personal or private matters.

Notwithstanding anything to the contrary in this Agreement, you may disclose, with advance notice to the Company, Confidential Information if required by law to be disclosed in the written opinion of legal counsel. You will provide the Company with prompt notice of any such legal requirement that you disclose Confidential Information so that the Company may object to the request and/or seek an appropriate protective order at the Company's expense.

You hereby acknowledge and agree that the Company shall retain ownership of Confidential Information, including all intellectual property, and that this Agreement does not grant any right or license, express or implied, to you with respect to Confidential Information. You further acknowledge that this agreement does not constitute an offer of, or guarantee of, employment with the Company.

You recognize the confidential and proprietary nature of the Company's Confidential Information and acknowledges that in the event of a breach of the confidentiality provisions of this Agreement the Company may suffer irreparable harm. You further understand and agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this Agreement but shall be in addition to all other remedies available at law or equity to the Company.

This Agreement shall be governed and construed pursuant to the laws of the State of New York without giving effect to its conflict-of-laws principles. Any dispute arising out of this Agreement, if litigated, shall be resolved by the State or Federal courts sitting in The Borough of Manhattan, The City of New York, New York and the parties consent to the exclusive jurisdiction of such courts. **Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.**