

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7346494

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YU FANG	06/01/2013
ROBERT R. DYKES	04/10/2013
HEIDI GIBSON	11/21/2013
RECEIVING PARTY DATA	
Name:	TOUCHUNES MUSIC CORPORATION
Street Address:	850 THIRD AVENUE, SUITE 15C
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10192257
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7038164062
Email:	ptomail@nixonvan.com
Correspondent Name:	ISHAN P. WEERAKOON
Address Line 1:	901 N. GLEBE ROAD, 11TH FLOOR
Address Line 4:	ARLINGTON, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	2302-0877
NAME OF SUBMITTER:	ISHAN P. WEERAKOON
SIGNATURE:	/Ishan P. Weerakoon/
DATE SIGNED:	05/24/2022
Total Attachments: 33	
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May 16, 2013

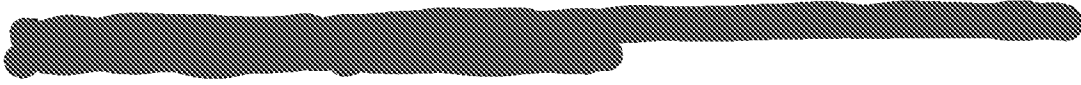
Yu Fang
[Address]
[Address]

Dear Yu,

It is with great pleasure that we offer you the position of Senior Vice President, Engineering – Commercial Solutions Venture with TouchTunes Music Corporation (“TouchTunes” or the “Company”). Your start date will be Monday, June 3, 2013 (the “Start Date”). You will be reporting to Bob Dykes, President, Commercial Services Venture, and remains subject to change. Your primary work location will be San Francisco/Silicon Valley, California.

Your employment with TouchTunes will be subject to the following terms:

- * Base Salary. Your starting annual salary will [REDACTED]
- * Vacation. You will be entitled to [REDACTED] addition to the standard company U.S. holidays, pro-rated the first year from your Start Date, subject to the terms and conditions of TouchTunes' policies.
- * [REDACTED]
- * [REDACTED]
- * [REDACTED]



- * Health Benefits. You will be eligible to participate in TouchTunes' U.S. employee medical plans the first of the month following thirty (30) days of employment which currently includes health, dental and vision (subject to the terms of the plans). You will be eligible to receive reimbursement for any COBRA payments you make for continuance of your current health insurance for the month of June 2013, subject to the provision of supporting documentation and evidence of these payments.

- * Other Benefits. You will be eligible to participate in other TouchTunes' US benefit plans, including 401k, life insurance, short-term and long-term disability, the first day of the month following three (3) months of employment (subject to the terms of the plans).

Nothing in this letter requires TouchTunes to offer any particular employee benefit plan and TouchTunes may amend, suspend or terminate any or all of its employee benefit plans at any time in our sole discretion, to the extent permitted under the applicable plan documents and applicable law.

Employment at Will

This offer letter should not be construed as a guarantee of employment for a specific period of time. Should you accept our offer, your employment with TouchTunes will be "at will," meaning that either you or TouchTunes may terminate your employment for any reason, at any time, with or without cause and with or without notice. The Company will certainly strive to give notice, and we ask that if you choose to resign at any time, to give us at least three weeks' notice. Please further understand that no employee or representative of the Company has the authority to make any promises, commitment or statement of any kind that changes this status unless it is contained in a written document signed by the Chief Executive Officer of TouchTunes.

Terms of Offer

TouchTunes extends this offer contingent upon a satisfactory background investigation, including but not limited to verification of prior employment, educational information and acceptable results from our reference checks. This offer is also contingent on your presenting papers when hired evidencing your right to work in the United States.

You hereby represent and warrant to the Company that you (i) are not subject to any written non-solicitation, non-competition or any other agreement which might affect or limit your employment with the Company (other than any prior agreement with the Company), (ii) are not subject to any written confidentiality or non-use/non-disclosure agreement affecting your employment with the Company (other than any prior agreement with the Company), and (iii) have not brought and will not bring to the Company any trade secrets, confidential business information, documents, or other personal property of a prior employer.

Company Policies

If you accept this offer of employment, you acknowledge that you will have read and understand TouchTunes' policies already made available to you, and any other rules as may be set forth in writing and provided to you. You agree to abide by those policies, rules or codes, and any subsequent changes as set forth in writing from time to time by the Company, and to abide by any confidentiality restrictions that the Company may require of you. You further agree not to obligate the Company to

any contractual agreement or undertaking without the express approval of the Chief Executive Officer. You further agree to respect the code of ethics generally recognized by the business community.

You also agree that you will not take part in any other major business activity, or sit on any Board, whether for profit, or non-profit, without prior approval of TouchTunes' Chief Executive Officer.

Entire Agreement

This letter sets forth the entire agreement between you and TouchTunes and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with TouchTunes. You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this offer letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the TouchTunes.

This offer of employment is also contingent on you signing and abiding by the attached Non-Disclosure, Assignment of Inventions and Non-Solicitation Agreement and the Company's Code of Conduct, each which must be returned with a signed copy of this letter as acceptance of this offer. By doing so, you acknowledge that all research and development results and the products marketed by TouchTunes are the sole property of TouchTunes.

This letter shall be governed in accordance with laws to the State of New York without regard to its conflicts of law provisions.

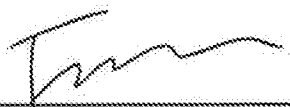
Please sign below in acceptance of this offer of employment and of the conditions stipulated above. This offer remains open until May 17, 2013 at 5pm PST.

Please be assured that we are very pleased to have you join the TouchTunes team and look forward to working with you.

Sincerely yours,

Tonya Hallett
Vice President, Human Resources

I confirm my acceptance of employment with TouchTunes Music Corporation, subject to the terms described above.



Yu Fang

5/16/2013

Date

EMPLOYEE
PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AND
NON-SOLICITATION AGREEMENT

Yu Fang

(Name of Employee)

4257 Los Palos Ave, Palo Alto, CA 94306

(Address)

In consideration of my employment by TouchTunes Music Corporation or one or more of its subsidiaries (collectively, the "Company") and the compensation received by me from the Company from time to time, the receipt and sufficiency of which is hereby acknowledged, the Company and I agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is or may be important to its business. For purposes of this Agreement, "Proprietary Information" is all proprietary information, whether or not made verbally or in writing or other tangible or intangible form (including, in each case, forms that are now known or hereinafter developed), that was or will be developed, created, or discovered by or on behalf of the Company, TouchTunes Interactive Networks, Inc. (the "Parent"), or any subsidiary of the Company or the Parent (collectively, the "Company Group"), or which became or will become known by, or was or is conveyed to the Company Group, which has value in the Company Group's business, or is considered, deemed or treated as confidential by the Company Group (including information provided to the Company Group by third parties on a confidential basis) or is otherwise not generally known.

2. "Proprietary Information" includes, but is not limited to, information concerning the Company's business, products, and affairs which may be or has been developed or belongs to or is otherwise possessed by the Company; product and engineering specifications; proprietary tooling information; performance analyses of the Company's products; inventions and ideas; research and development; current and planned manufacturing or distribution methods and processes; customer lists; current and anticipated customer requirements; market studies; business plans; financial information; and other business and strategic information; trade secrets, ideas, methodologies, skills, knowledge, all access codes to computer programs together with computer programs, computer codes, databases, database criteria, user profiles, algorithms, modules, scripts, features and modes of operation, designs, technology, ideas, know-how, processes, data, techniques, internal documentation, improvements, inventions (whether patentable or not), works of authorship, technical, business, financial, client, marketing, and product development plans, contracts, bids, price lists, forecasts, the salaries and terms of compensation of other employees, client and supplier lists, contacts at or knowledge of clients of the Company, and other information concerning the Company's actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for the Company from any other person.

3. Proprietary Information shall not include publicly available information (in substantially the same form in which it is publicly available) which enters the public domain through no fault of my own.

4. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information. I agree to take all measures necessary to safeguard and protect the Proprietary Information. I agree to keep in strict confidence, and not to directly or indirectly disclose, furnish, disseminate, make available, or, except solely in the course of performing my duties of employment with the Company, during my employment, use any Proprietary Information except for any disclosure required by law, court order, or administrative process, *provided that* I shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement with respect to such disclosure. I understand and agree that the Proprietary Information could be used or disseminated anywhere, and if so used or disseminated without Company permission could seriously harm the Company (and its affiliates, partners and clients).

5. During my employment at the Company, I may be exposed to trade secrets of the Company, its affiliates or clients. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves me of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.

6. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are non-public documents, apparatus, equipment and any other property of the Company, or any reproduction of such property or other media or tangible items that contain or embody Proprietary Information or any other information or material concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, computers, access codes to computer programs, computer software, computer disks, tapes, printouts, source, HTML and other code, flowcharts, schematics, designs, graphics, trademarks, service marks, logos, trade dress, domain names, drawings, sketches, photographs, charts, graphs, notebooks, customer lists, sound recordings, other tangible or intangible manifestation of content, and all other documents and materials whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium (now known or hereinafter developed), as well as samples, prototypes, models, products and the like.

a. All Proprietary Information, Company Materials, and all title, rights, interests, patents, patent rights, copyrights, trademark and service mark rights and all goodwill associated therewith, trade secret rights, and all other intellectual property and rights anywhere in the world of any kind (collectively "Rights") in connection with such Proprietary Information and Company Materials shall be the sole and exclusive property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information or Company Materials.

b. I agree that during my employment by the Company, I will not deliver any Company Materials to any person or entity except as I am required to do in connection with

performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Materials, excepting only (i) my personal copies of records relating to my compensation; and (ii) my copy of this Agreement, my employment agreement or offer letter, agreements relating to my bonuses with the Company, and any other material related solely to my personnel file with the Company. I shall also provide any information, such as passwords or codes, necessary to allow the Company to fully utilize its property.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to any persons designated by the Company, all Company Developments. "Company Developments" shall include, without limitation, all Developments made, conceived, reduced to practice, suggested or developed by me, either alone or jointly with others, during the term of my employment with the Company and during the one-year period thereafter, whether or not during usual business hours and whether or not on the premises of the Company that (i) result in any way from the performance of my duties or obligations for the Company, (ii) relate in any way to the past, present or anticipated products, services or business of the Company, or (iii) were made, conceived, reduced to practice, suggested or developed in any way using or otherwise relying on any Company Materials, Proprietary Information or Rights of the Company. "Developments" shall include, without limitation, any graphical or artistic work and any work of authorship, discovery, improvement, invention, design, trademark, service mark, trade dress, logo, domain name, source, HTML and other code, trade secret, technology, algorithms, computer program, audio, video or other files or content, idea, design, process, technique, know-how, data, and all other Company Materials, information, work product and written disclosures thereof, whether or not patentable or copyrightable.

d. I agree that all Company Developments shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all Rights in connection therewith. All copyright-protected Company Developments are and at all times shall remain "work made for hire". I hereby assign to the Company any and all of my Rights to any Company Developments, absolutely and forever, throughout the world and for the full term of each and every such Right, including renewal or extension of any such term.

e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or any assignments required hereunder in any and all countries and otherwise effectuating the purposes of this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings or efforts to register, apply for, or otherwise obtain, prosecute or maintain Rights relating to Proprietary Information, Company Materials or Company Developments. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. In addition, to the extent that any applicable law or treaty prohibits the transfer or assignment of any rights that may be considered personal to me (i.e., "Moral Rights")

or rights of restraint that I may have in the Company Developments, I hereby waive such rights as to the Company, its successors, licensees or assigns, and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company. Furthermore, to the extent that such Moral Rights cannot be waived, I hereby grant to the Company, its successors, licensees and assigns a perpetual, irrevocable, exclusive, worldwide, royalty-free, unrestricted right and license to use, execute, reproduce, distribute, sell copies of, modify and create derivative works of, publicly perform and publicly display, with the right to sublicense and assign such Moral Rights, in and to the Company Developments, including the right to use the Company Developments in whatever way, in whatever medium, now known or hereafter developed.

g. I have attached hereto a complete list of all existing Developments to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Developments at the time of signing this Agreement.

h. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company. I also understand that I am prohibited from using or disclosing, in the course of my employment with the Company, any proprietary information, trade secrets, or tangible property of any other person or company including prior employers, without the express authority to do so.

i. I represent that any and all Developments that I may create under this Agreement will, to the best of my knowledge, be original and shall not defame the Company, its other employees, officers, directors, consultants or agents or any third party or constitute a violation of the rights of privacy of the Company's other employees or any rights of any third party.

7. I agree that I will not, during my employment and for a period of twelve (12) months following the termination of my employment, on my own behalf or on behalf of any person or entity, in any capacity whatsoever, whether directly or indirectly, (i) employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company Group, any individual who is employed by the Company Group at the time of the termination of my employment or who was employed by the Company Group in the six (6) month period preceding the termination of my employment, or (ii) in any way, cause, influence, induce, encourage or attempt to persuade any customer of the Company Group (or who was a customer of the Company Group in the six (6) month period preceding the termination of my employment) to terminate or diminish its relationship or violate any agreement with any entity in the Company Group.

8. I agree that I will not, during my employment and for a period of six (6) months following the termination of my employment, directly or indirectly, for my own account or as an

employee, officer, director, partner, joint venture, stockholder, investor, consultant or otherwise (except in respect of the Company Group or as an investor in a corporation whose stock is publicly traded and in which I hold less than 3% of the outstanding shares), engage in any business that develops, manufactures, markets or sells to or for installation in any restaurant or bar establishment, or any establishment within a specific sub-sector of the retail or entertainment industries if the Company Group installs one or more of its products in such sub-sector, (i) computer, video, personal digital assistant or cell phone interactive applications, short message services (SMS) or point-to-point messaging services, or digital signage or advertising and promotion, (ii) digital jukeboxes, (iii) interactive video multi-game amusement-only entertainment devices (other than devices marketed for personal use at home and in other non-public places) operated with a touchscreen that operate wired or wirelessly, and directly or indirectly, accept payment via coins, paper money, tokens, credit cards or other payment systems and may or may not be connected to a jukebox, or (iv) any other business or enterprise that competes with the business of the Company Group or that competes with any proposed business of the Company Group for which the Company Group has developed specific plans and is actively pursuing such plans during my employment with the Company. The foregoing restriction shall apply only to businesses or enterprises in North America or any other country in the world in which the Company Group does business, or in which the Company Group proposes to do business pursuant to specific plans that have been developed by the Company Group and are actively pursued during my employment with the Company.

9. In addition to any other remedies provided by law, if I breach this Agreement, the Company shall be entitled to injunctive relief against me.

10. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause, subject to the provisions of any employment offer letter from the Company to me or any written employment agreement between the Company and me.

11. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

12. I agree that my obligations under paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

13. I agree that if one or more provisions of this Agreement are held to be illegal under the laws of the State of New York, such illegal portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect in accordance with its terms.

14. If any provision of this Agreement is so broad, in scope or duration or otherwise, so as to be unenforceable under the laws of the State of New York, such provision shall be interpreted to be only so broad as is enforceable.

15. The exclusion of any provision from this Agreement shall not affect any other provision of this Agreement.

16. This Agreement shall be effective as of the date I commenced employment with the Company and this Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, including its subsidiaries, and its successors and assigns.

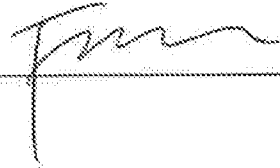
17. This Agreement can only be modified by a subsequent written agreement executed by an executive officer of the Company and Executive.

[Remainder of page intentionally left blank—signature page follows]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: 6/1, 2013

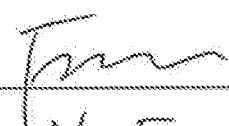
Signature: _____



Accepted and Agreed to:

TOUCHTUNES MUSIC CORPORATION

Signature: _____



Name: _____

Yu Fang

Title: _____

SVP, Engineering

[Signature Page to Employee Proprietary Information,
Assignment of Inventions and Non-Solicitation Agreement]

ATTACHMENT A

TouchTunes Music Corporation
850 Third Avenue, 11th Floor
New York, New York 10022

Ladies and Gentlemen:

1. The following is a complete list of Developments relevant to the subject matter of my employment by TouchTunes Music Corporation and its subsidiaries (the "Company") that have been made, conceived, first reduced to practice or suggested by me alone or jointly with others prior to my employment by the Company, and prior to my employment by _____, that I desire to clarify are not subject to the Company's Proprietary Information, Non-disclosure and Intellectual Property Assignment Agreement.

No Developments

See below:

Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

See below:

Signature: _____

Name of
Employee: _____

(please print name)

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September 24, 2013

Heidi Gibson
228 Holladay Avenue
San Francisco, CA 94110

Dear Heidi,

It is with great pleasure that we offer you the position of Vice President, Product Management-Commercial Solutions Venture with TouchTunes Music Corporation ("TouchTunes" or the "Company"). Your start date will be Wednesday, September 25, 2013 (the "Start Date"). You will be reporting to Robert Dykes, President, Commercial Services Venture and remains subject to change. Your primary work location will be in Mountain View, California.

Your employment with TouchTunes will be subject to the following terms:

- * Base Salary. Your starting annual salary will be [REDACTED]
- * Vacation. You will be entitled to [REDACTED]
- * [REDACTED]
- * [REDACTED]

- * Health Benefits. You will be eligible to participate in TouchTunes' U.S. employee medical plans the first of the month following thirty (30) days of full time employment which currently includes health, dental and vision (subject to the terms of the plans).
- * Other Benefits. You will be eligible to participate in other TouchTunes' US benefit plans, including 401k, life insurance, short-term and long-term disability, the first day of the month following three (3) months of full time employment (subject to the terms of the plans).

Nothing in this letter requires TouchTunes to offer any particular employee benefit plan and TouchTunes may amend, suspend or terminate any or all of its employee benefit plans at any time in our sole discretion, to the extent permitted under the applicable plan documents and applicable law.

Employment at Will

This offer letter should not be construed as a guarantee of employment for a specific period of time. Should you accept our offer, your employment with TouchTunes will be "at will," meaning that either you or TouchTunes may terminate your employment for any reason, at any time, with or without cause and with or without notice. The Company will certainly strive to give notice, and we ask that if you choose to resign at any time, to give us at least three weeks' notice. Please further understand that no employee or representative of the Company has the authority to make any promises, commitment or statement of any kind that changes this status unless it is contained in a written document signed by the Chief Executive Officer of TouchTunes.

Terms of Offer

TouchTunes extends this offer contingent upon a satisfactory background investigation, including but not limited to verification of prior employment, educational information and acceptable results from our reference checks. This offer is also contingent on your presenting papers when hired evidencing your right to work in the United States.

You hereby represent and warrant to the Company that you (i) are not subject to any written non-solicitation, non-competition or any other agreement which might affect or limit your employment with the Company (other than any prior agreement with the Company), (ii) are not subject to any written confidentiality or non-use/non-disclosure agreement affecting your employment with the Company (other than any prior agreement with the Company), and (iii) have not brought and will not bring to the Company any trade secrets, confidential business information, documents, or other personal property of a prior employer.

Company Policies

If you accept this offer of employment, you acknowledge that you will have read and understand TouchTunes' policies already made available to you, and any other rules as may be set forth in writing and provided to you. You agree to abide by those policies, rules or codes, and any subsequent changes as set forth in writing from time to time by the Company, and to abide by any confidentiality restrictions that the Company may require of you. You further agree not to obligate the Company to any contractual agreement or undertaking without the express approval of the Chief Executive Officer. You further agree to respect the code of ethics generally recognized by the business community.

You also agree that you will not take part in any other major business activity, or sit on any Board, whether for profit, or non-profit, without prior approval of TouchTunes' Chief Executive Officer.

Entire Agreement

This letter sets forth the entire agreement between you and TouchTunes and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, pertaining to your employment with TouchTunes. You acknowledge that you have not relied upon any representations (oral or otherwise) other than those explicitly stated in this offer letter. Additionally, this letter cannot be changed or modified except by a separate writing signed by you and a duly authorized officer of the TouchTunes.

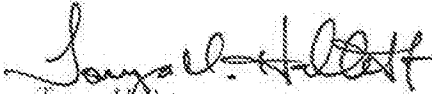
This offer of employment is also contingent on you signing and abiding by the attached Non-Disclosure, Assignment of Inventions and Non-Solicitation Agreement and the Company's Code of Conduct, each which must be returned with a signed copy of this letter as acceptance of this offer. By doing so, you acknowledge that all research and development results and the products marketed by TouchTunes are the sole property of TouchTunes.

This letter shall be governed in accordance with laws to the State of New York without regard to its conflicts of law provisions.

Please sign below in acceptance of this offer of employment and of the conditions stipulated above. This offer remains open until September 25, 2013 at 5pm PST.

Please be assured that we are very pleased to have you join the TouchTunes team and look forward to working with you.

Sincerely yours,


Tonya Hult
Vice President, Human Resources

I confirm my acceptance of employment with TouchTunes Music Corporation, subject to the terms described above.


Heidi Gibson

11/21/13
Date

EMPLOYEE
PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AND
NON-SOLICITATION AGREEMENT

Heidi Gibson
(Name of Employee)

228 Holaday Ave, SF CA 94110
(Address)

In consideration of my employment by TouchTunes Music Corporation or one or more of its subsidiaries (collectively, the "Company") and the compensation received by me from the Company from time to time, the receipt and sufficiency of which is hereby acknowledged, the Company and I agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is or may be important to its business. For purposes of this Agreement, "Proprietary Information" is all proprietary information, whether or not made verbally or in writing or other tangible or intangible form (including, in each case, forms that are now known or hereinafter developed), that was or will be developed, created, or discovered by or on behalf of the Company, TouchTunes Interactive Networks, Inc. (the "Parent"), or any subsidiary of the Company or the Parent (collectively, the "Company Group"), or which became or will become known by, or was or is conveyed to the Company Group, which has value in the Company Group's business, or is considered, deemed or treated as confidential by the Company Group (including information provided to the Company Group by third parties on a confidential basis) or is otherwise not generally known.
2. "Proprietary Information" includes, but is not limited to, information concerning the Company's business, products, and affairs which may be or has been developed or belongs to or is otherwise possessed by the Company; product and engineering specifications; proprietary tooling information; performance analyses of the Company's products; inventions and ideas; research and development; current and planned manufacturing or distribution methods and processes; customer lists; current and anticipated customer requirements; market studies; business plans; financial information; and other business and strategic information; trade secrets, ideas, methodologies, skills, knowledge, all access codes to computer programs together with computer programs, computer codes, databases, database criteria, user profiles, algorithms, modules, scripts, features and modes of operation, designs, technology, ideas, know-how, processes, data, techniques, internal documentation, improvements, inventions (whether patentable or not); works of authorship, technical, business, financial, client, marketing, and product development plans, contracts, bids, price lists, forecasts, the salaries and terms of compensation of other employees, client and supplier lists, contacts at or knowledge of clients of the Company, and other information concerning the Company's actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for the Company from any other person.

3. Proprietary Information shall not include publicly available information (in substantially the same form in which it is publicly available) which enters the public domain through no fault of my own.

4. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information. I agree to take all measures necessary to safeguard and protect the Proprietary Information. I agree to keep in strict confidence, and not to directly or indirectly disclose, furnish, disseminate, make available, or, except solely in the course of performing my duties of employment with the Company, during my employment, use any Proprietary Information except for any disclosure required by law, court order, or administrative process, *provided that* I shall provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement with respect to such disclosure. I understand and agree that the Proprietary Information could be used or disseminated anywhere, and if so used or disseminated without Company permission could seriously harm the Company (and its affiliates, partners and clients).

5. During my employment at the Company, I may be exposed to trade secrets of the Company, its affiliates or clients. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves me of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.

6. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are non-public documents, apparatus, equipment and any other property of the Company, or any reproduction of such property or other media or tangible items that contain or embody Proprietary Information or any other information or material concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, computers, access codes to computer programs, computer software, computer disks, tapes, printouts, source, HTML and other code, flowcharts, schematics, designs, graphics, trademarks, service marks, logos, trade dress, domain names, drawings, sketches, photographs, charts, graphs, notebooks, customer lists, sound recordings, other tangible or intangible manifestation of content, and all other documents and materials whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium (now known or hereinafter developed), as well as samples, prototypes, models, products and the like.

a. All Proprietary Information, Company Materials, and all title, rights, interests, patents, patent rights, copyrights, trademark and service mark rights and all goodwill associated therewith, trade secret rights, and all other intellectual property and rights anywhere in the world of any kind (collectively "Rights") in connection with such Proprietary Information and Company Materials shall be the sole and exclusive property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information or Company Materials.

b. I agree that during my employment by the Company, I will not deliver any Company Materials to any person or entity except as I am required to do in connection with

performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Materials, excepting only (i) my personal copies of records relating to my compensation; and (ii) my copy of this Agreement, my employment agreement or offer letter, agreements relating to my bonuses with the Company, and any other material related solely to my personnel file with the Company. I shall also provide any information, such as passwords or codes, necessary to allow the Company to fully utilize its property.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to any persons designated by the Company, all Company Developments. "Company Developments" shall include, without limitation, all Developments made, conceived, reduced to practice, suggested or developed by me, either alone or jointly with others, during the term of my employment with the Company and during the one-year period thereafter, whether or not during usual business hours and whether or not on the premises of the Company that (i) result in any way from the performance of my duties or obligations for the Company, (ii) relate in any way to the past, present or anticipated products, services or business of the Company, or (iii) were made, conceived, reduced to practice, suggested or developed in any way using or otherwise relying on any Company Materials, Proprietary Information or Rights of the Company. "Developments" shall include, without limitation, any graphical or artistic work and any work of authorship, discovery, improvement, invention, design, trademark, service mark, trade dress, logo, domain name, source, HTML and other code, trade secret, technology, algorithms, computer program, audio, video or other files or content, idea, design, process, technique, know-how, data, and all other Company Materials, information, work product and written disclosures thereof, whether or not patentable or copyrightable.

d. I agree that all Company Developments shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all Rights in connection therewith. All copyright-protected Company Developments are and at all times shall remain "work made for hire". I hereby assign to the Company any and all of my Rights to any Company Developments, absolutely and forever, throughout the world and for the full term of each and every such Right, including renewal or extension of any such term.

e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or any assignments required hereunder in any and all countries and otherwise effectuating the purposes of this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings or efforts to register, apply for, or otherwise obtain, prosecute or maintain Rights relating to Proprietary Information, Company Materials or Company Developments. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. In addition, to the extent that any applicable law or treaty prohibits the transfer or assignment of any rights that may be considered personal to me (i.e., "Moral Rights")

or rights of restraint that I may have in the Company Developments, I hereby waive such rights as to the Company, its successors, licensees or assigns, and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company. Furthermore, to the extent that such Moral Rights cannot be waived, I hereby grant to the Company, its successors, licensees and assigns a perpetual, irrevocable, exclusive, worldwide, royalty-free, unrestricted right and license to use, execute, reproduce, distribute, sell copies of, modify and create derivative works of, publicly perform and publicly display, with the right to sublicense and assign such Moral Rights, in and to the Company Developments, including the right to use the Company Developments in whatever way, in whatever medium, now known or hereafter developed.

g. I have attached hereto a complete list of all existing Developments to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Developments at the time of signing this Agreement.

h. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company. I also understand that I am prohibited from using or disclosing, in the course of my employment with the Company, any proprietary information, trade secrets, or tangible property of any other person or company including prior employers, without the express authority to do so.

i. I represent that any and all Developments that I may create under this Agreement will, to the best of my knowledge, be original and shall not defame the Company, its other employees, officers, directors, consultants or agents or any third party or constitute a violation of the rights of privacy of the Company's other employees or any rights of any third party.

7. I agree that I will not, during my employment and for a period of twelve (12) months following the termination of my employment, on my own behalf or on behalf of any person or entity, in any capacity whatsoever, whether directly or indirectly, (i) employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company Group, any individual who is employed by the Company Group at the time of the termination of my employment or who was employed by the Company Group in the six (6) month period preceding the termination of my employment, or (ii) in any way, cause, influence, induce, encourage or attempt to persuade any customer of the Company Group (or who was a customer of the Company Group in the six (6) month period preceding the termination of my employment) to terminate or diminish its relationship or violate any agreement with any entity in the Company Group.

8. I agree that I will not, during my employment and for a period of six (6) months following the termination of my employment, directly or indirectly, for my own account or as an

employee, officer, director, partner, joint venture, stockholder, investor, consultant or otherwise (except in respect of the Company Group or as an investor in a corporation whose stock is publicly traded and in which I hold less than 3% of the outstanding shares), engage in any business that develops, manufactures, markets or sells to or for installation in any restaurant or bar establishment, or any establishment within a specific sub-sector of the retail or entertainment industries if the Company Group installs one or more of its products in such sub-sector, (i) computer, video, personal digital assistant or cell phone interactive applications, short message services (SMS) or point-to-point messaging services, or digital signage or advertising and promotion, (ii) digital jukeboxes, (iii) interactive video multi-game amusement-only entertainment devices (other than devices marketed for personal use at home and in other non-public places) operated with a touchscreen that operate wired or wirelessly, and directly or indirectly, accept payment via coins, paper money, tokens, credit cards or other payment systems and may or may not be connected to a jukebox, or (iv) any other business or enterprise that competes with the business of the Company Group or that competes with any proposed business of the Company Group for which the Company Group has developed specific plans and is actively pursuing such plans during my employment with the Company. The foregoing restriction shall apply only to businesses or enterprises in North America or any other country in the world in which the Company Group does business, or in which the Company Group proposes to do business pursuant to specific plans that have been developed by the Company Group and are actively pursued during my employment with the Company.

9. In addition to any other remedies provided by law, if I breach this Agreement, the Company shall be entitled to injunctive relief against me.

10. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause, subject to the provisions of any employment offer letter from the Company to me or any written employment agreement between the Company and me.

11. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

12. I agree that my obligations under paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

13. I agree that if one or more provisions of this Agreement are held to be illegal under the laws of the State of New York, such illegal portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect in accordance with its terms.

14. If any provision of this Agreement is so broad, in scope or duration or otherwise, so as to be unenforceable under the laws of the State of New York, such provision shall be interpreted to be only so broad as is enforceable.

15. The exclusion of any provision from this Agreement shall not affect any other provision of this Agreement.

16. This Agreement shall be effective as of the date I commenced employment with the Company and this Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, including its subsidiaries, and its successors and assigns.

17. This Agreement can only be modified by a subsequent written agreement executed by an executive officer of the Company and Executive.

[Remainder of page intentionally left blank----signature page follows]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: _____, 20_____

Signature: _____

Accepted and Agreed to:

TOUCHTUNES MUSIC CORPORATION

Signature: _____

Name: _____

Title: _____

[Signature Page to Employee Proprietary Information,
Assignment of Inventions and Non-Solicitation Agreement]

ATTACHMENT A

TouchTunes Music Corporation
850 Third Avenue, 11th Floor
New York, New York 10022

Ladies and Gentlemen:

1. The following is a complete list of Developments relevant to the subject matter of my employment by TouchTunes Music Corporation and its subsidiaries (the "Company") that have been made, conceived, first reduced to practice or suggested by me alone or jointly with others prior to my employment by the Company, and prior to my employment by _____, that I desire to clarify are not subject to the Company's Proprietary Information, Non-disclosure and Intellectual Property Assignment Agreement.

No Developments

See below:

Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

See below:

Signature: _____

Name of
Employee: _____

(please print name)

ACKNOWLEDGEMENT FORM

Please sign and date this Acknowledgment Form for the Employee Handbook of TouchTunes Interactive Networks, Inc. and its subsidiaries (collectively, "TouchTunes") within three (3) days of receipt and return it to Human Resources.

I acknowledge that I am aware that the TouchTunes Interactive Networks, Inc. Employee Handbook has been provided to me. I have read the Employee Handbook thoroughly, including the statements in the introduction describing the purpose and effect of the Employee Handbook. I agree that if there is any policy or provision in the Employee Handbook that I do not understand, I will seek clarification from Human Resources. In addition, I understand that the policies contained in the Employee Handbook are those in effect on the date of publication. I understand that nothing contained in the Employee Handbook may be construed as creating a promise of future benefits or a binding contract with TouchTunes for any specific benefits or employment or for any other purpose. I also understand that the policies, procedures and benefits explained herein are continually evaluated and may be amended, modified or terminated at any time.

I further understand that nothing in this Employee Handbook creates a contract of employment for any specified period of time. Thus, I understand that my employment is "at will" and as such, employment with TouchTunes is not for a fixed term or definite period and may be terminated by either TouchTunes or me, with or without reason, and without prior notice, unless I have entered into a written employment agreement with TouchTunes executed by the Chief Executive Officer or his or her designated representative that states specifically to the contrary. No manager or other representative of TouchTunes (except the Chief Executive Officer or his or her authorized designees) has the authority to make any oral or written agreement contrary to the above.

I acknowledge that I will abide by the policies and practices in the Employee Handbook and understand that if I violate any of the policies, I may be subject to discipline, up to and including termination. I also agree that if I observe any employee violating any policy addressed herein I will notify Company management promptly.

Signature: 

Print Name: Heidi Gibson

Date: 9/27/13

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EMPLOYEE
PROPRIETARY INFORMATION, ASSIGNMENT OF INVENTIONS AND
NON-SOLICITATION AGREEMENT

Robert R. Dykes

(Name of Employee)

12200 KATE DRIVE, LOS ALTOS HILLS, CA 94022
(Address)

In consideration of my employment by TouchTunes Music Corporation or one or more of its subsidiaries (collectively, the "Company") and the compensation received by me from the Company from time to time, the receipt and sufficiency of which is hereby acknowledged, the Company and I agree as follows:

1. I understand that the Company possesses and will possess Proprietary Information which is or may be important to its business. For purposes of this Agreement, "Proprietary Information" is all proprietary information, whether or not made verbally or in writing or other tangible or intangible form (including, in each case, forms that are now known or hereinafter developed), that was or will be developed, created, or discovered by or on behalf of the Company, TouchTunes Interactive Networks, Inc. (the "Parent"), or any subsidiary of the Company or the Parent (collectively, the "Company Group"), or which became or will become known by, or was or is conveyed to the Company Group, which has value in the Company Group's business, or is considered, deemed or treated as confidential by the Company Group (including information provided to the Company Group by third parties on a confidential basis) or is otherwise not generally known.

2. "Proprietary Information" includes, but is not limited to, information concerning the Company's business, products, and affairs which may be or has been developed or belongs to or is otherwise possessed by the Company; product and engineering specifications; proprietary tooling information; performance analyses of the Company's products; inventions and ideas; research and development; current and planned manufacturing or distribution methods and processes; customer lists; current and anticipated customer requirements; market studies; business plans; financial information; and other business and strategic information; trade secrets, ideas, methodologies, skills, knowledge, all access codes to computer programs together with computer programs, computer codes, databases, database criteria, user profiles, algorithms, modules, scripts, features and modes of operation, designs, technology, ideas, know-how, processes, data, techniques, internal documentation, improvements, inventions (whether patentable or not), works of authorship, technical, business, financial, client, marketing, and product development plans, contracts, bids, price lists, forecasts, the salaries and terms of compensation of other employees, client and supplier lists, contacts at or knowledge of clients of the Company, and other information concerning the Company's actual or anticipated products or services, business, research or development, or any information which is received in confidence by or for the Company from any other person.

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5. During my employment at the Company, I may be exposed to trade secrets of the Company, its affiliates or clients. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves me of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.

6. I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are non-public documents, apparatus, equipment and any other property of the Company, or any reproduction of such property or other media or tangible items that contain or embody Proprietary Information or any other information or material concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, but are not limited to, computers, access codes to computer programs, computer software, computer disks, tapes, printouts, source, HTML and other code, flowcharts, schematics, designs, graphics, trademarks, service marks, logos, trade dress, domain names, drawings, sketches, photographs, charts, graphs, notebooks, customer lists, sound recordings, other tangible or intangible manifestation of content, and all other documents and materials whether printed, typewritten, handwritten, electronic, or stored on computer disks, tapes, hard drives, or any other tangible medium (now known or hereinafter developed), as well as samples, prototypes, models, products and the like.

a. All Proprietary Information, Company Materials, and all title, rights, interests, patents, patent rights, copyrights, trademark and service mark rights and all goodwill associated therewith, trade secret rights, and all other intellectual property and rights anywhere in the world of any kind (collectively "Rights") in connection with such Proprietary Information and Company Materials shall be the sole and exclusive property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information or Company Materials.

b. I agree that during my employment by the Company, I will not deliver any Company Materials to any person or entity except as I am required to do in connection with

performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Materials, excepting only (i) my personal copies of records relating to my compensation; and (ii) my copy of this Agreement, my employment agreement or offer letter, agreements relating to my bonuses with the Company, and any other material related solely to my personnel file with the Company. I shall also provide any information, such as passwords or codes, necessary to allow the Company to fully utilize its property.

c. I will promptly disclose in writing to my immediate supervisor, with a copy to any persons designated by the Company, all Company Developments. "Company Developments" shall include, without limitation, all Developments made, conceived, reduced to practice, suggested or developed by me, either alone or jointly with others, during the term of my employment with the Company and during the one-year period thereafter, whether or not during usual business hours and whether or not on the premises of the Company that (i) result in any way from the performance of my duties or obligations for the Company, (ii) relate in any way to the past, present or anticipated products, services or business of the Company, or (iii) were made, conceived, reduced to practice, suggested or developed in any way using or otherwise relying on any Company Materials, Proprietary Information or Rights of the Company. "Developments" shall include, without limitation, any graphical or artistic work and any work of authorship, discovery, improvement, invention, design, trademark, service mark, trade dress, logo, domain name, source, HTML and other code, trade secret, technology, algorithms, computer program, audio, video or other files or content, idea, design, process, technique, know-how, data, and all other Company Materials, information, work product and written disclosures thereof, whether or not patentable or copyrightable.

d. I agree that all Company Developments shall be the sole and exclusive property of the Company. The Company shall be the sole and exclusive owner of all Rights in connection therewith. All copyright-protected Company Developments are and at all times shall remain "work made for hire". I hereby assign to the Company any and all of my Rights to any Company Developments, absolutely and forever, throughout the world and for the full term of each and every such Right, including renewal or extension of any such term.

e. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or any assignments required hereunder in any and all countries and otherwise effectuating the purposes of this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings or efforts to register, apply for, or otherwise obtain, prosecute or maintain Rights relating to Proprietary Information, Company Materials or Company Developments. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

f. In addition, to the extent that any applicable law or treaty prohibits the transfer or assignment of any rights that may be considered personal to me (i.e., "Moral Rights")

or rights of restraint that I may have in the Company Developments, I hereby waive such rights as to the Company, its successors, licensees or assigns, and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company. Furthermore, to the extent that such Moral Rights cannot be waived, I hereby grant to the Company, its successors, licensees and assigns a perpetual, irrevocable, exclusive, worldwide, royalty-free, unrestricted right and license to use, execute, reproduce, distribute, sell copies of, modify and create derivative works of, publicly perform and publicly display, with the right to sublicense and assign such Moral Rights, in and to the Company Developments, including the right to use the Company Developments in whatever way, in whatever medium, now known or hereafter developed.

g. I have attached hereto a complete list of all existing Developments to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Developments at the time of signing this Agreement.

h. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company. I also understand that I am prohibited from using or disclosing, in the course of my employment with the Company, any proprietary information, trade secrets, or tangible property of any other person or company including prior employers, without the express authority to do so.

i. I represent that any and all Developments that I may create under this Agreement will, to the best of my knowledge, be original and shall not defame the Company, its other employees, officers, directors, consultants or agents or any third party or constitute a violation of the rights of privacy of the Company's other employees or any rights of any third party.

7. I agree that I will not, during my employment and for a period of twelve (12) months following the termination of my employment, on my own behalf or on behalf of any person or entity, in any capacity whatsoever, whether directly or indirectly, (i) employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company Group, any individual who is employed by the Company Group at the time of the termination of my employment or who was employed by the Company Group in the six (6) month period preceding the termination of my employment, or (ii) in any way, cause, influence, induce, encourage or attempt to persuade any customer of the Company Group (or who was a customer of the Company Group in the six (6) month period preceding the termination of my employment) to terminate or diminish its relationship or violate any agreement with any entity in the Company Group.

8. I agree that I will not, during my employment and for a period of six (6) months following the termination of my employment, directly or indirectly, for my own account or as an

employee, officer, director, partner, joint venture, stockholder, investor, consultant or otherwise (except in respect of the Company Group or as an investor in a corporation whose stock is publicly traded and in which I hold less than 3% of the outstanding shares), engage in any business that develops, manufactures, markets or sells to or for installation in any restaurant or bar establishment, or any establishment within a specific sub-sector of the retail or entertainment industries if the Company Group installs one or more of its products in such sub-sector, (i) computer, video, personal digital assistant or cell phone interactive applications, short message services (SMS) or point-to-point messaging services, or digital signage or advertising and promotion, (ii) digital jukeboxes, (iii) interactive video multi-game amusement-only entertainment devices (other than devices marketed for personal use at home and in other non-public places) operated with a touchscreen that operate wired or wirelessly, and directly or indirectly, accept payment via coins, paper money, tokens, credit cards or other payment systems and may or may not be connected to a jukebox, or (iv) any other business or enterprise that competes with the business of the Company Group or that competes with any proposed business of the Company Group for which the Company Group has developed specific plans and is actively pursuing such plans during my employment with the Company. The foregoing restriction shall apply only to businesses or enterprises in North America or any other country in the world in which the Company Group does business, or in which the Company Group proposes to do business pursuant to specific plans that have been developed by the Company Group and are actively pursued during my employment with the Company.

9. In addition to any other remedies provided by law, if I breach this Agreement, the Company shall be entitled to injunctive relief against me.

10. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause, subject to the provisions of any employment offer letter from the Company to me or any written employment agreement between the Company and me.

11. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

12. I agree that my obligations under paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

13. I agree that if one or more provisions of this Agreement are held to be illegal under the laws of the State of New York, such illegal portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect in accordance with its terms.

14. If any provision of this Agreement is so broad, in scope or duration or otherwise, so as to be unenforceable under the laws of the State of New York, such provision shall be interpreted to be only so broad as is enforceable.

15. The exclusion of any provision from this Agreement shall not affect any other provision of this Agreement.

16. This Agreement shall be effective as of the date I commenced employment with the Company and this Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, including its subsidiaries, and its successors and assigns.

17. This Agreement can only be modified by a subsequent written agreement executed by an executive officer of the Company and Executive.

[Remainder of page intentionally left blank—signature page follows]

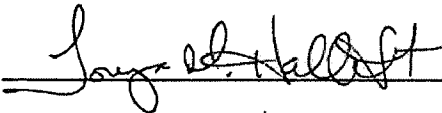
I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Dated: April 10, 2013

Signature: 

Accepted and Agreed to:

TOUCHTUNES MUSIC CORPORATION

Signature: 

Name: Tonya M. Hallett

Title: V.P. Human Resources

[Signature Page to Employee Proprietary Information,
Assignment of Inventions and Non-Solicitation Agreement]

ATTACHMENT A

TouchTunes Music Corporation
850 Third Avenue, 11th Floor
New York, New York 10022

Ladies and Gentlemen:

1. The following is a complete list of Developments relevant to the subject matter of my employment by TouchTunes Music Corporation and its subsidiaries (the "Company") that have been made, conceived, first reduced to practice or suggested by me alone or jointly with others prior to my employment by the Company, and prior to my employment by _____, that I desire to clarify are not subject to the Company's Proprietary Information, Non-disclosure and Intellectual Property Assignment Agreement.

No Developments

See below:

Technology relating to mobile wallets for credit & debit payments from a mobile phone.

Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

See below:

Signature: _____



Name of
Employee: _____

Robert R. Dykes

(please print name)