

EXHIBIT B

Employee Confidentiality and Assignment Agreement

In consideration of my employment, or continued employment by **Synapse Product Development Inc.** (hereinafter, the "Company") and the salary and wages paid to me, I acknowledge that **Walt Disney Parks and Resorts U.S., a division of Walt Disney Parks and Resorts U.S., Inc.** ("WDPR"), located at 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, has imposed the following conditions on the Company and any employee of the Company, and as a condition of performing services on this project, and I agree to accept the following conditions without limitation:

1. To assign and I hereby assign to Company as its exclusive property my entire right, title and interest in and to all inventions, innovations, works of authorship, or ideas developed or conceived by me solely, or jointly with others, at any time during the term of my employment (including the time I provide services to WDPR) which inventions, innovations, works of authorship, or ideas relate to the actual or anticipated business activities of Company and/or WDPR or result from, or are suggested by, work which I do for Company (including work I do on behalf of WDPR).

2. To execute all papers, and otherwise provide proper assistance, at the request of Company, during and subsequent to my employment with Company, to obtain patents, copyrights, and legal protections in any country for inventions or innovations arising out of my services performed on behalf of WDPR.

3. If I am located in California, nothing in Paragraph 1 above shall require me to assign any invention which is subject to Section 2870 of the California Labor Code which states:

(a) Any provision in an employment agreement which provides that any employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities; or trade secret information except for those inventions that either (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer.

4. Not to use, or to publish, or to divulge to any other person, firm or corporation, in any advertising or promotion regarding Company or its products or services, or in any other manner or connection whatsoever, either during or subsequent to my employment by Company, any Confidential Information of WDPR and any of its subsidiaries, related or affiliated companies (collectively, The Walt Disney Company and other such companies are referred to as "**Affiliates**"), without the prior

written consent of WDPR (which consent may be withheld in WDPR's sole discretion). "**Confidential Information**" of WDPR and/or its Affiliates is any information, knowledge, or data I receive from Company, WDPR or its Affiliates directly or indirectly, in tangible or intangible form, or develop during my employment while providing services to WDPR, which is proprietary to WDPR or any of its Affiliates or relates to patents, copyrights or trade secrets, hardware, software, designs, drawings, specifications, techniques, processes, data, research, development, content under development, business plans or opportunities, business strategies, finances, costs, vendors, employees or customers of WDPR or any of its Affiliates or to third party proprietary or confidential information that WDPR or an Affiliates treats as confidential. Notwithstanding the foregoing, any information with respect to WDPR's Next Generation Guest Experience ("NGE") shall be WDPR's Confidential Information.

5. In the event of a dispute or question arising out of the interpretation of this Agreement or any of its terms, the laws of the State of California applicable to contracts made and performed entirely within the State of California by and between California residents shall govern.

6. I acknowledge receipt of a copy of this Agreement, and that I have read and I understand this Agreement. This Agreement may not be modified except in writing with approval of an officer of Company and of WDPR.

Employee: _____

Signed: _____

Date: _____

(End of Exhibit B)