

6. Columnist agrees to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and business plans, projections and marketing data. Columnist will be obligated not to disclose confidential information for the term of this Agreement and for five years after the termination of this Agreement.

7. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Columnist agrees that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of the Company as identified by the Company from time to time. If Columnist brings any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist.

BY: Thomas J Purcell DATE: 12-11-06
Tom Purcell, Columnist

BY: Daryl Cagle DATE: 1/1/07
Daryl Cagle, President, Cagle Cartoons, Inc.

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