

Dear Candidate,

In connection with a possible employment opportunity or similar relationship (the "Purpose") with Sphere Entertainment Group, LLC and/or one or more of its subsidiaries, divisions and/or affiliates, including but not limited to, the direct and indirect subsidiaries of Sphere Entertainment Co. (collectively, the "Company"), the Company is prepared to make available to you ("you") certain information concerning the Company well as designs, drawings, concepts, schematics, architectural elements and specifications, structures, diagrams, renderings, illustrations and similar materials and information, immersive technologies and product development, content development and capture, and show production, all related to the design and/or operation of an arena or venue ("Venue Concepts"). As a condition to the Company furnishing such information to you, you agree to treat any information, including the Venue Concepts, which is furnished to you (whether prepared by the Company, its advisors or otherwise and whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential") by or on behalf of the Company (the "Material") in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth. The term "Material" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by you to the extent such materials contain, reflect or are based upon, in whole or in part, the Venue Concepts or information furnished to you pursuant hereto.

You hereby agree that you shall use the Material solely for the Purpose, that the Material will be kept confidential and that you will not use or disclose any of the Material in any manner whatsoever except as permitted pursuant to this letter agreement; provided, however, that (i) you may make any disclosure of such information to which the Company gives its prior written consent, and (ii) any of such information may be disclosed to your legal and financial advisors ("Representatives") who need to know such information for the Purpose and who agree to keep such information confidential to the same extent as if they were parties hereto. In any event, you shall be responsible for any breach of this letter agreement by any of your Representatives.

In the event that you and/or your Representatives are requested or required upon the advice of counsel to disclose all or any part of the Material pursuant to law, regulation, legal process or rules of a national stock exchange, or in connection with any civil, judicial or regulatory proceeding or any arbitration, mediation or similar process (collectively, a "Proceeding"), you will, if permissible (a) notify the Company promptly of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the Company on the advisability of taking legally available steps to resist or narrow such request or requirement, (c) if disclosure of any Material is required or advisable, disclose only that portion of such Material which, upon advice of legal counsel, you are legally required or advised to disclose and (d) exercise commercially reasonable efforts (at the Company's expense) to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such Material. In any event, you will not oppose action by the Company to obtain such a protective order or other assurance.

If at any time the Company so requests, you will promptly, at the Company's option, (i) deliver or cause to be delivered to the Company all of the Materials, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon in your possession and/or in the possession of any of your Representatives or (ii) destroy or cause to be destroyed all Material in your possession and/or in the possession of any of your Representatives (such destruction to be certified in writing by you). Notwithstanding the delivery or destruction of the Material, you agree that you and your Representatives will continue to be bound by your obligations under this letter agreement.

Unless otherwise required by applicable law or regulation or pursuant to a Proceeding, in each case upon the advice of legal counsel, neither you nor your Representatives will, without the Company's prior written consent, disclose to any person either the fact that discussions or negotiations have taken,

are taking or may take place concerning the Purpose or a possible transaction or any of the terms, conditions or other facts with respect to any such Purpose or possible transaction, including, without limitation, the status thereof, the existence and terms of this letter agreement and the fact that Materials have been made available to you or any of your Representatives.

You agree that unless and until a final definitive agreement (e.g., an offer letter) regarding an employment arrangement or other business relationship between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such an employment arrangement or other business relationship by virtue of this letter agreement except for the matters specifically agreed to herein. You hereby agree that (a) any and all Material are and will remain the property of the Company and (b) the Company has not granted you any license, copyright or similar right with respect to any of the Material or any other information provided to you by or on behalf of the Company. You acknowledge and agree that the all Venue Concepts are owned by and will remain the property of the Company, and the Company has not granted you any license, copyright or similar right with respect to the Venue Concepts.

It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

You understand and acknowledge that Material furnished to you hereunder may contain material, non-public information regarding the Company and you agree to abide by the U.S. securities law in respect of such material, non-public information.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by you or any of your Representatives and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. You agree that you will not oppose the granting of such relief on the basis that the Company has an adequate remedy at law. You also agree that you will not seek, and agree to waive any requirement for, the securing or posting of a bond in connection with the Company's seeking or obtaining such relief. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this letter agreement but shall be in addition to all other remedies available at law or equity to the Company.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York without application of its conflicts of law rules. Each party hereby irrevocably waives any and all right to trial by jury in any suit, action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby.

This letter agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto will be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter agreement executed by the parties hereto so modifying or waiving such letter agreement.

For the convenience of the parties hereto, any number of counterparts of this letter agreement may be executed by the parties hereto, each of which will be an original instrument and all of which taken together will constitute one and the same letter agreement. Delivery of a signed counterpart of this letter agreement by e-mail or facsimile transmission will constitute valid and sufficient delivery thereof.

This letter agreement will expire two years from the date first written above; provided, that, the rights

and obligations hereunder applicable to Venue Concepts shall survive the expiration of this letter agreement indefinitely.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between you and the Company.

Very truly yours,

Sphere Entertainment Group, LLC

**Accepted and Agreed as of the date first set forth above**

**Candidate Signature**

(checking the checkbox above is equivalent to a handwritten signature)