

EMPLOYEE NONDISCLOSURE,
NONSOLICITATION,
NONEMPLOYMENT, ASSIGNMENT
OF INVENTIONS, AND
REPRESENTATION OF NONINFRINGEMENT AGREEMENT

In consideration of and as a condition of my initial or continued employment by Rafanelli Events Management, Inc. (the "Company"), a corporation organized under the laws of the Commonwealth of Massachusetts (the "State") with principal offices located at 867 Boylston Street, 4th Floor, Boston, MA 02116 and in consideration of the additional benefits associated therewith, I certify by signing below that I have read, understood and agreed to the following:

1. Nondisclosure. During my course of employment I may have access to Confidential Information (as defined below) of the Company and of clients of the Company and that such access is given in trust and confidence. Therefore, I agree:

(a) not to disclose Confidential Information of the Company, of clients or potential clients of the Company or of any third party which the Company is under an obligation to keep confidential, directly or indirectly to any unauthorized person except on behalf of the Company, and solely within the course and scope of my employment;

(b) to safeguard the Confidential Information by all reasonable steps by abiding by all company policies and procedures regarding storage, copying and handling of documents marked "confidential"; and

(c) not to disclose or use the Confidential Information after my employment. This obligation shall be in force unless and until such Confidential Information becomes generally available to the trade by publication or other

legal means (but not as a result of unlawful use of publication thereof); and

(d) upon leaving the employ of the Company, to deliver promptly to the Company all written and graphic materials as well as physical property such as hardware components, magnetic tapes or disks, test equipment, models, etc. owned by the Company, in my possession or under my control.

2. Non-solicitation. If my employment with the Company ends for any reason, I understand and agree for a period of two years following the termination of my employment that I will not solicit, recruit, induce, or attempt to induce any other Company employee to terminate his or her employment with the Company for any reason. Additionally, if my employment with the Company ends

for any reason, I understand and agree for a period of two years following the termination of my employment that I will not solicit, divert, take away, or attempt to divert or take away the business or patronage of any then-current client, customer or account of the Company or any prospective client, client, or account to which the Company has submitted a proposal prior to the termination of my employment.

3. Assignment of Inventions and Business Opportunities.

I agree to disclose promptly and fully to the Company and to no one else: (1) all inventions, improvements or discoveries made or conceived by me, solely or jointly with others during the period of my employment which are related to the business or field of interest of the Company, and (2) any possible business opportunities of which I become aware of during the period of my employment which are related to the business or field of interest of the Company. The determination as to whether an invention or business opportunity is related to the business or field of interest of the Company will be made solely by an authorized representative of the Company. I also agree to disclose any invention made or business opportunity which arises using the Company's time, materials or facilities, even if such invention or business opportunity does not relate to the business or field of interest of the Company. I agree that any invention or

business opportunity in the Company's field of interest which is disclosed to a subsequent employer or in a patent application within six (6) months following my termination will be presumed to have been made during the terms of employment, unless I can demonstrate that the conception and reduction to practice of the invention or business opportunity occurred after termination. All such inventions, improvements, discoveries and business opportunities shall immediately become the sole and absolute property of the Company. I agree to execute any written assignment of the same presented to me by the Company promptly upon request. The assignment will survive the termination of the employment relationship. This section does not apply to any invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on my own time and (a) which does not relate (1) to the business or field of interest of the Company or (2) to the Company's actual demonstrably anticipated research or development, or (b) which does not result from any work performed by me for the Company. I agree to assist the Company without charge and for as long as may be necessary (entirely at the Company's expense); (1) to obtain for the Company's benefits, patents, copyrights and other protection for such inventions, improvements or discoveries in all countries, and renewals thereof, and (2) in any controversy of legal proceeding relating to inventions, improvements or discoveries.

4. Representation of Non-Infringement. I hereby represent and warrant that no software or other intellectual property that I develop for the Company pursuant to my employment therewith, and no inventions made by me and assigned to the Company pursuant to Section 3 above, shall infringe a patent, copyright, trade secret or other proprietary right of any third party. I agree to exonerate, indemnify and hold harmless the Company from and against any and all liability, loss, cost, expense, damage, claims or demands for actual or alleged violation of the rights of others in any patent, copyright, trade secret or other proprietary right by reason of the Company's receipt or use of my services, or otherwise in connection therewith.

5. Other Employment. I hereby acknowledge that I am prohibited from working for and/or being employed in any other business capacity so long as I am employed by the Company.

Other employment may be permitted by the Company provided that before engaging in said employment (1) I give full written disclosure describing the employment opportunity to the Company; (2) the described employment opportunity does not violate any other provision of this agreement; and (3) it is the opinion of the Company that the described employment opportunity will not impair my operation, efficiency or effectiveness in my position with the Company. The Company reserves the right to, at any time; withdraw permission granted to work other employment.

6. Conflicts of Interest and Gifts. I agree to disclose all current and potential interests, direct or indirect, in any entity dealing with the Company which may affect actions and decisions made as a representative of the Company. I agree to fully disclose acceptance of a gift or entertainment which raises any possibility of conflict or interest.

6. No Conflicting Agreements. I represent and warrant that, except as stated on Schedule A to this Agreement, I am not a party to any agreement or arrangement which would constitute a conflict of interest with this Agreement or would prevent me from carrying out my obligations to the Company under this Agreement.

7. Employment at Will. I understand that this agreement does not constitute an implied or written employment contract or guarantee of continued employment. I understand that my employment with the Company may be terminated at any time in accordance with Company policy.

8. Remedies Upon Breach.

I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

If I am employed at the Company at the time of any breach, said breach is grounds for immediate termination.

I further agree that I am liable for any and all costs incurred

by the Company, including attorneys' fees, in enforcing the Company's rights under the terms of this Agreement.

9. Governing Law. The interpretations, performance and enforcement of the agreement shall be governed by the internal laws of the Commonwealth of Massachusetts.

10. Waiver. A waiver by the Company of any breach by the employee shall not be construed as a continuing waiver, or a waiver of subsequent breach.

11. Severability. If any provision of this agreement is held by a court to be invalid or unenforceable, the remainder of the agreement shall continue in force and effect.

12. Confidential Information. Confidential Information means the following, whether furnished or made accessible to me by the Company or by clients or customers of the Company or potential clients or customers of the Company in connection with my employment by the Company or developed in whole or in part by me alone or jointly with the Company or others:

(i) all inventions, discoveries, know-how, techniques, devices, ideas, research, software implementation methods, practices, processes, systems, formulae, designs, products, projects, computer programs, improvements and developments which have not been generally available and which were or are conceived or reduced to practice at any time prior to the termination of my employment hereunder, in whole or in part, by any of the Company's employees or consultants, at the expense of the Company, on the premises of the Company, or with the Company's equipment;

(ii) all client or customer lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of the Company including, without limitation, information relative to clients, suppliers or other parties with which the Company has a business relationship; samples; sketches; bulletins; correspondence; company forms and records (including financial statements and product specification sheets); information concerning sources of supply; costs of manufacture and sale and applications of equipment; whether or not published or unpublished, confidential or

protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; and whether or not in any way related to the subject matter of any work done by me for or at the request of the Company;

(iii) any information about or provided by any client or potential client of the Company, including, but not limited to, a client or potential client's name, the nature of their business, the reason said client or potential client has contacted or engaged the Company, and any financial information about a client or potential client.

(iii) any of the foregoing information developed by or proprietary to clients or clients of the Company to which I have had access in the course of my employment by the Company.

IN WITNESS WHEREOF, I have executed this Employee Nondisclosure, Non-solicitation, Assignment of Inventions, and Representation of Non-infringement Agreement dated this _____ day of _____, 2013.

Employee's Signature

Witness's Signature

Employee's Name Printed

Employee's Title/Position