INPULSE, INC.

Key Employee Nondisclosure, Noncompetition and Developments Agreement

 In consideration of my employment or continued employment, as the case may be, by INPULSE, Inc. (the “Company”), I, the undersigned employee, hereby agree with the Company as follows:

 1. Proprietary Information.

 (a) I understand that the Company possesses and will continue to possess information that has been created, discovered, developed or otherwise become known to the Company (including, without limitation, information created, discovered, developed or made known by me during the period of my employment by the Company) or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged and is treated by the Company as confidential. All such information is hereinafter called “Proprietary Information”. By way of illustration, but not limitation, Proprietary Information includes products, systems, processes, formulas, methods, data, computer programs, software and documentation, know‑how, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies, new products, marketing plans, forecasts, unpublished financial statements, business forms, contract forms, report formats, budgets, projections, licenses, prices, costs, customer, client and supplier lists and employees, and any other information of a similar nature not available to the public, whether oral or written, in drawings or in machine‑readable form, and whether or not expressly marked “Confidential” or “Proprietary”. “Proprietary Information” shall not include (i) information which is in the public domain, provided such information is not in the public domain as a consequence of disclosure by me in violation of this Agreement; (ii) information which was rightfully received by me from a source not under obligation of confidentiality to the Company; and (iii) information published or otherwise made known to the public by the Company. The development and acquisition of the Proprietary Information are the result of great effort and expense on the part of the Company and are critical to the success and survival of the Company.

 (b) All Proprietary Information shall be the sole property of the Company, and the Company shall be the sole owner of all patents, copyrights, and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information, including any and all rights I may have in Proprietary Information as a result of services provided by me to the Company prior to the date of this Agreement. At all times, both during my employment by the Company and after its termination for whatever reason, I will keep in strictest confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. In the event of the termination of my employment by me or by the Company for any reason, I will deliver to the Company all documents, notes, drawings, specifications, data, and other materials of any nature pertaining to my work with the Company and/or containing Proprietary Information, and I will not take with me any of the foregoing, any reproduction of any of the foregoing, or any Proprietary Information that is embodied in a tangible medium of expression.

 (c) I also agree to keep in strictest confidence and trust, to the same extent as if it were Proprietary Information and subject to the terms of subparagraph (b) above, all proprietary information of third parties which is furnished to the Company pursuant to confidentiality agreements between the Company and such third parties.

 2. Inventions, Etc.

 (a) I will promptly disclose to the Company (or any persons designated by it) all processes, formulas, data, computer programs, software and documentation, know‑how, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies and new products, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, and whether a result of services provided by me to the Company prior to the date of this Agreement or during the period of my employment, that are related to or useful in the business of the Company, result from tasks assigned to me by the Company, or result from the use of premises owned, leased, or contracted for by the Company (all such processes, formulas, data, computer programs, software and documentation, know‑how, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies and new products are hereinafter referred to as “Inventions”). I will also promptly disclose to the Company, and the Company hereby agrees to receive all such disclosures in confidence, all other processes, formulas, data, computer programs, software and documentation, know‑how, improvements, discoveries, developments, designs, algorithms, inventions, techniques, strategies and new products, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, and whether a result of services provided by me to the Company prior to the date of this Agreement during the period of my employment, for the purpose of determining whether they constitute “Inventions”, as defined above.

 (b) I agree that all Inventions shall be the sole property of the Company, and the Company shall be the sole owner of all intellectual property and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions, including any rights I may have in such inventions as a result of services provided by me to the Company prior to the date of this Agreement. I hereby waive in favor of the Company any and all artist’s or moral rights (including without limitation, all rights of integrity and attribution) I may have pursuant to any state or federal laws as to any Invention and all similar rights under the laws of all other jurisdictions. I further agree as to all such Inventions to assist the Company in every proper way (but at the Company’s expense) to obtain and from time to time enforce the Company’s intellectual property rights with respect to said Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protections on and enforcing such Inventions, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other intellectual property right protection with respect to such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for time actually spent by me at the Company’s request on such assistance. In the event the Company is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, trademark or other right of protection relating to an Invention, for any reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney‑in‑fact, to act for and in my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks or similar protections thereon with the same legal force and effect as if executed by me.

 3. Former Employment. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and 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. I represent, as part of the consideration for

the offer of employment extended to me by the Company and of my employment or continued employment by the Company, that I have not brought and will not bring with me to the Company for use in the performance of any responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I have obtained express written authorization from the former employer for their possession and use. I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I have to former employers, and I agree that I shall fulfill all such obligations during my employment with the Company.

 4. Other Employment. I agree that, if I am employed by the Company on a full-time basis, then during the period of such full-time employment by the Company I will not, without the Company’s express written consent, engage in any employment or business other than for the Company.

 5. Covenant Not to Compete.

 (a) While an employee of the Company, I agree not to compete in any manner, either directly or indirectly, with the Company, or to assist any other person or entity to compete with the Company.

 (b) In the event that my employment with the Company shall be terminated for any reason or for no reason, I agree that for a period of one year following such termination, I will not compete with the Company by developing, marketing, or assisting others to develop or market a product or service which is competitive with the products or services of the Company then existing or planned for the future. I further agree that for the same period following such termination, for any reason, I will not accept employment from or have any other professional relationship with any entity which is competitive with the products or services of the Company then existing or which were known by me to be planned for the future. In view of the global nature of the Company’s business, the foregoing restriction shall apply worldwide.

 (c) The restrictions against competition set forth in this Paragraph 5 are considered by the parties to be reasonable for the purposes of protecting the business of the Company. However, if any such restriction is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, I agree that it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

 6. Non-Solicitation. During the period of my employment with the Company and for one (1) year following the termination, for any reason, of my employment, I agree that I will not, either on my own behalf or on behalf of any other person or entity, directly or indirectly, (i) hire, solicit, or encourage to leave the employ of the Company any person who is then an employee of the Company, or (ii) solicit, entice away or divert any person or entity who is then a customer or supplier of, or provider of services to, the Company and who was a customer or supplier of, or provider of services to, the Company at the time of my employment. I agree that supplier lists, customer lists, service provided lists, business contracts and related items are the property of the Company.

 7. Injunctive Relief. I acknowledge and agree that the extent of damage to the Company in the event of a breach by me of any of the covenants contained in this Agreement would be difficult or impossible to ascertain and that there would be no adequate remedy at law available to the Company in the event of such breach. Consequently, I agree that, in the event of such breach, the Company shall be entitled to enforce any or all of the covenants contained in this Agreement by injunctive or other equitable relief in addition to receiving damages or other relief to which the Company may be entitled.

 8. Enforcement. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

 9. Severability. If any provision of this Agreement shall be determined to be invalid, illegal, or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. Except as otherwise provided in Section 5 of this Agreement, any invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

 10. Binding Agreement. This Agreement shall be binding upon me, my heirs, executors, administrators and assigns and shall inure to the benefit of the Company and its affiliates, successors and assigns.

 11. Survival. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company, the reasons for the termination of my employment by the Company, or the amount of my salary or wages. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reasons for such termination and shall not in any way be modified, altered or otherwise affected by such termination.

 12. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

 13. Entire Agreement. This Agreement sets forth the entire understanding between the Company and me relating to the subject matter hereof and supersedes all previous and contemporaneous written or oral agreements between us relating to the subject matter hereof.

 14. Effective Date. This Agreement shall be deemed to be effective as of the first day of my employment by the Company.

 15. Not an Employment Contract. This Agreement does not constitute a contract of employment and does not imply that my employment will continue for any length of time.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending the same to take effect as a sealed instrument, as of the day and year set forth below.

 Signature of Employee

 Printed Name of Employee

 Street Address

 City State Zip Code

INPULSE, Inc.

 By:

 Name: Lucio Campanelli

 Title: CEO

Date Executed: