



ROSETTA[®]

Unlocking and Activating[™] Human Behavior

Confidentiality Agreement

May 1, 2015

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CONFIDENTIALITY, CREATIVE OWNERSHIP, UNFAIR COMPETITION AND CONFLICTS AGREEMENT

In connection with my employment with ROSETTA MARKETING GROUP, LLC, I will have access to confidential and proprietary information and trade secrets concerning Rosetta Marketing Group, LLC, its affiliates, parent, subsidiaries, successors, and/or assigns ("Rosetta") and its clients, as well as involvement in creating, maintaining, and/or enhancing Rosetta relationships with clients and employees.

In order to protect its business interests and the interest of its clients, I understand the need for Rosetta to maintain the confidentiality of such information and to require the restrictions contained in this Agreement. As a condition of my hiring as an employee of Rosetta Marketing Group, LLC, and for other good and valuable consideration, receipt of which is hereby acknowledged, I hereby agree as follows:

A. Confidentiality

1. When used in this Agreement "Confidential Information" shall mean all information which has not been made public concerning Rosetta's business, including but not limited to: names of clients or prospective clients, participant lists, marketing strategies, mailing lists, personnel information, billing rates, accounting procedures, income information, financial data, advertising ideas, other information or knowledge which a reasonable person would believe to be of a confidential or secretive nature, writings (whether or not copyrightable), "know-how," and ideas and concepts, whether patentable or not, and whether conceived or developed by me on behalf of Rosetta or made known to me by Rosetta. "Confidential Information" shall also include "trade secrets" as defined by statute or, if there is no applicable statute, as defined by common law. The term "Confidential Material" shall mean all physical embodiments, in any medium now known or hereafter devised, of such Confidential Information, including, without limitation, drawings, training manuals, decks (proposals), cassettes, disks, filmstrips, customer lists, contracts, reports, financial reports, manuals, and correspondence.
2. I recognize that in the performance of my services for Rosetta, I may gain knowledge of Confidential Information and may have access to Confidential Materials, both of which I acknowledge are valuable and protectable assets and the exclusive property of Rosetta. I also recognize that I may work directly with Rosetta's customers and clients, and develop good will on behalf of Rosetta with such customers and clients, and that Rosetta has a vital business interest in protecting such good will.

3. I agree that during and following my employment with Rosetta, I shall not use, disclose or communicate any Confidential Information or Confidential Materials to or for anyone except as authorized in writing by Rosetta.
4. I agree not to remove from Rosetta's facilities any Confidential Materials whether created or produced by me or obtained from Rosetta, except as directed by Rosetta, and I agree to return all originals and copies such Confidential Materials to Rosetta upon request, and in any event upon the termination of my employment with Rosetta.
5. I agree that I cannot discuss the business of Rosetta and/or its clients with members of the press or other media without the prior approval of Rosetta's Chief Executive Officer or President or the Head of Corporate Communications. If I am subpoenaed or asked to testify concerning any matter learned in the course of, or as a result of, my employment with Rosetta, I will notify one of the above Rosetta officers immediately (prior to any other disclosure, and supplying Rosetta with a reasonable opportunity to object to any such disclosure). In addition, when discussing the business of any of Rosetta and/or its clients I will exercise the utmost discretion.
6. I agree that my failure to abide by each and every confidentiality provision of this Section A would impair Rosetta's essential ongoing business plans and arrangements. Because damages to Rosetta arising from any such violation of this Agreement would be difficult, if not impossible, to ascertain, I agree that, in the event of a threatened or actual breach of my obligations under this Section A, Rosetta is entitled to seek legal and/or equitable relief as set forth in Section E(1) below.

B. Creative Ownership

1. I agree that Rosetta shall own all intellectual property rights and any and all "Moral Rights" in and to all "Works" as hereinafter defined regardless of whether such ideas and/or materials are created, conceived or produced by me during office hours or at any other time during my employment by Rosetta. To the fullest extent permitted by law, all Works shall belong to Rosetta and shall be considered a work made for hire for Rosetta.
2. To the extent Rosetta does not own any Work as a work made for hire or to the extent I may have any Moral Rights in and to any Works under any applicable law, I hereby assign to Rosetta all rights in or with respect to such Works. Such assignment shall include, but not be limited to, all reproduction, distribution, and public display rights, with no limitation on the use of such rights. I also agree to execute all documents reasonably requested by Rosetta to further evidence the foregoing ownership and assignment and to provide all reasonable assistance to Rosetta in perfecting or protecting its rights in such Works.

3. “Works” as used herein means all work product, inventions, and works of authorship created or developed by me during any past, current or future employment with or service to Rosetta including, but not limited to, any and all copy, art, music, slogans, trademarks, servicemarks, product ideas, inventions, and any and all advertising and promotional ideas and/or intellectual property, computer software, writings (including reports, source and object codes, manuals and other documentation), discoveries, inventions, improvements, ideas and “know-how,” drawings, names, models, trademarks, innovations, and contributions, regardless of what form they may take, and whether or not patentable or copyrightable, which relate directly or indirectly to Rosetta, or any clients of Rosetta. Such Works are and shall remain the sole and exclusive property of Rosetta (and its successors and assigns), regardless of whether such Works are created, conceived or produced by me during office hours or at any other time during my employment by Rosetta. “Moral Rights” means rights of authors of Works in countries where such rights are recognized which are in addition to, or in lieu of, copyrights and other intellectual property rights, including rights to claim authorship of Works and to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, Works.
4. If I invent a product or service outside of my employment with Rosetta, where no equipment, supplies, facilities or confidential information of Rosetta is used, the invention is developed entirely on my own time, and it does not relate to the business of Rosetta or to Rosetta’s actual or demonstrably anticipated research or development, then, in that event, Rosetta does not lay claim to that invention and it is outside the scope of this provision.

C. Unfair Competition

During the term of my employment with Rosetta, and for twelve (12) months after my employment with Rosetta ends (regardless of the reason for the separation of my employment from Rosetta), I agree that I will not, without the prior written consent of Rosetta, directly or indirectly, whether as an employee, officer, director, independent contractor, consultant, stockholder, partner or otherwise, engage in or assist others to:

1. Attempt in any manner to solicit from any Rosetta client, except on Rosetta’s behalf, business of the type performed by Rosetta or to persuade any person, firm or corporation which is a client to cease doing business or to reduce the amount of business which any such client has customarily done or contemplates doing with Rosetta; or
2. Render any services to any Rosetta client of the type rendered by me to Rosetta during my employment with Rosetta, unless such services are rendered as a consultant to Rosetta, or unless I have the express written permission of Rosetta to do so; or

3. Provide services of the type provided by Rosetta to its clients for a competitor of a Rosetta client, unless such services are rendered as a consultant to Rosetta, or unless I have the express written permission of Rosetta to do so; or
4. Employ or attempt to employ or assist anyone else to employ any person who is then, or at any time during the 12-month period immediately preceding my termination was, employed by Rosetta.
5. For purposes of all provisions of this Agreement, “client” means (a) any entity or person that is a client of Rosetta at the time of my termination for which I provided services directly or through others; (b) any person or entity that was a client at any time during the one-year period immediately preceding the date of my termination and for which I provided services directly or through others; (c) any prospective client to which Rosetta had made a formal presentation (or similar offering of services) in which I participated, directly or through others, within the 180-day period immediately preceding my termination; and (d) any client or prospective client about which I possess or otherwise retain Confidential Information or Confidential Material at the time of my termination from Rosetta.

D. Conflicts

1. I agree that I have a primary business responsibility to Rosetta and must avoid any activity that may interfere, or may have the appearance of interfering, with this responsibility. Business decisions must be based solely on the best interests of Rosetta, without regard to personal, family or other outside considerations.
2. Conflicts of interest can arise when my position or responsibilities within Rosetta present an opportunity for financial gain in addition to the financial rewards of employment. They can also arise when my personal or family interests are, or may be viewed as being, inconsistent with those of Rosetta and therefore are creating conflicting loyalties. Such conflicting loyalties could cause me to give preference to personal interests, either internal or external, in situations where Rosetta responsibilities should come first.
3. Rosetta expects that I will make decisions objectively and in the best interest of Rosetta and its clients. Simply put, I must avoid any activity, interest, or association which conflicts with – or may be perceived as conflicting with – my judgment of what is in the best interest of Rosetta and its clients.
4. I may not own, either directly or indirectly through a close family member (such as a spouse, domestic partner, child, or sibling), a financial interest in another ad agency, a client’s competitor or a supplier to Rosetta or its clients (this does not include ownership of less than 1% of the outstanding shares of a publicly held corporation).

5. I may not conduct business on behalf of Rosetta with any supplier for which a close relative (such as a spouse, domestic partner, child or sibling) acts as an owner, officer or representative
6. I agree that I cannot supervise, evaluate, or make hiring or promotion decisions for anyone with whom I have a close personal or family relationship or otherwise attempt in any way, directly or indirectly, to influence employment decisions regarding such person. Family members include spouse, domestic partner, children, parents, and siblings.
7. I understand that personal relationships in the workplace can present an actual or perceived conflict of interest where one individual in the relationship may be in a position to make or influence employment decisions regarding the other. If I find myself in such a relationship, I will notify my Human Resources Representative or Manager so that they may assist me in resolving any potential conflicts. I will not allow such a relationship to disrupt the workplace or interfere with my work or judgment.
8. I may not hold a position in any Rosetta supplier, including media. I may not, without prior disclosure, act as an agent or broker for any third party in selling property or services to a client or supplier. I may not directly or through others sell a third party's property or services to a Rosetta client or supplier.
9. I also understand that the Janus Book contains the Publicis Corporate Policies that apply to every Publicis-affiliated employee, including me. The Janus Book is a manual that provides the principles and standards of conduct and behavior for every employee and is available to me via the intranet. As a Rosetta employee, I acknowledge that I am required to read it carefully and be familiar with its contents and that I will do so. Among other important policies in the Janus Book are the Code of Conduct (1.02) and the Complaint Procedure for Accounting and Auditing Matters (1.05.02). The Code of Conduct defines the standard of behavior which all employees must observe. The Complaint Procedure outlines the procedures to report suspected violations of certain policies in the Janus Book.

E. Acknowledgements

1. I acknowledge that any violation of this Agreement would cause Rosetta irreparable harm and that Rosetta has the right to have the terms of this Agreement enforced by any court having jurisdiction and that money damages alone would not provide an adequate remedy. I agree that this Agreement shall therefore be enforceable both at law and in equity, by injunction or otherwise, and I agree that if Rosetta prevails in whole or in part in any legal proceedings arising out of its attempt to enforce this Agreement, Rosetta shall also be entitled to all costs, including reasonable attorneys fees, incurred by Rosetta in such proceedings. I acknowledge and agree that it is the parties' express desire that, should a court determine that any covenant contained in this Agreement is unenforceable because

of its scope or duration, the court is to reform or modify the scope and/or duration of such covenant so as to render it enforceable and, such covenant shall be enforced as modified.

2. I agree that this Agreement does not constitute an agreement by Rosetta to employ me for any definite period of time, but that my employment is at-will, and may be terminated by me or Rosetta at any time, with or without cause. I further agree this Agreement is intended to supplement, and not to replace, rights that Rosetta has or may have under any applicable law, including laws applicable to the protection of trade secrets.
3. I represent and warrant to Rosetta that I am not now under any obligations to any person, firm or corporation or have any other interest which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way the performance by me of any of the covenants hereunder or of my duties of my said performance of services contemplated hereby.
4. I acknowledge and agree that the terms and conditions of this Agreement shall survive the termination of my providing services for Rosetta. I acknowledge and agree that this Agreement also is for the benefit of, and enforceable by, any unit, affiliate, subsidiary, successor, assign, or parent of Rosetta with which I may subsequently become employed or with which I may collaborate with while employed by Rosetta.
5. I acknowledge and agree that the terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. I agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in New York County, New York, and I hereby consent and submit to the exclusive personal jurisdiction of such courts for the purposes of litigating any such action.
6. I agree that I will accept future delivery of this Agreement (and any changes to it) from Rosetta in digital form, sent electronically through e-mail or by use of the internet, or by use of some other digital delivery device. Further, I agree that future confirmations of my compliance with this Agreement may be delivered by me to Rosetta electronically through e-mail or by use of the intranet, or by use of some other digital delivery device or process.

AGREED TO AND ACCEPTED:

Signature: _____

Printed Name: _____

Title: _____

Date: _____