

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of April 9, 2014 (the "Effective Date"), between Wantickets RDM, Inc. (the "Company") and Diego Carlin, an individual, (the "Executive").

WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms contained in this Agreement and as a condition and an inducement to the Company to enter into an Asset Purchase Agreement with RNG Tickets, LLC d/b/a Wantickets LLC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Position and Duties. The Executive shall serve as the Chief Executive Officer of the Company reporting to the Company's Board of Directors (the "Board"). The Executive shall perform those services customary to that office and such other lawful duties that the Board may assign to Executive from time to time. The Executive shall devote Executive's reasonable best efforts and substantially all of Executive's business time to the performance of Executive's duties under this Agreement and the advancement of the business and affairs of the Company and shall be subject to, and shall comply in all material respects with, the policies of the Company applicable to Executive. The Company shall cause Executive to be elected to the Board to the extent Barak Schurr is not serving as a member of the Board for any reason whatsoever at all times during the Term of this Agreement. Upon any termination of employment for any reason, Executive agrees to immediately execute a resignation letter to the Board to the extent the Executive is then serving as a member of the Board. The Company acknowledges and agrees that, at all times, during and beyond the Term of this Agreement upon its expiration or termination for any reason whatsoever, the Executive shall be entitled to refer to himself as "CEO" of the Company.

2. Term. The Initial Term (the "Initial Term") of this Agreement and Executive's employment hereunder shall commence on or about April 9, 2014, the actual date that Executive commences employment pursuant to the terms hereunder (the "Commencement Date"), and continue in effect until the date that is three (3) years after the Commencement Date (the "Expiration Date"), unless terminated earlier by the Company or the Executive pursuant to Section 4 of this Agreement. The Initial Term shall renew automatically for up to two successive one (1) year terms (each such term being a "Renewal Term") and the Expiration Date shall be the last day of such Renewal Term, unless either party shall have provided written notice of non-renewal at least fifteen (15) days prior to the beginning of the next Renewal Term, as the case may be. As used in this Agreement "Term" shall refer to the Initial Term or any Renewal Term, as applicable.

3. Compensation and Related Matters.

(a) Base Salary. During the Term, the Executive's annual base salary shall be \$235,000 (the "Base Salary"). The Base Salary will be reviewed on an annual basis following the end of each calendar year and Executive shall be eligible for an annual increase in Base Salary as follows:

(i) An increase of up to 15% of Executive's Base Salary then in effect, provided the Executive and the Company each successfully achieve targeted annual sales performance objectives established by the Board.

(ii) An increase of \$75,000 of Executive's Base Salary then in effect, provided that the Company achieves growth in net income equal to 50% from the previous year.

(b) Long Term Incentive Programs.

(i) Upon the Commencement Date, the Company shall grant to Executive that number of restricted shares of common stock equal to six percent (6.0%) of the fully diluted post-issuance capital of the Company at a nominal purchase price (but not less than par value) (the "Restricted Stock"). Subject to sub-Sections 3(b)(iii) and (iv), the Restricted Stock shall vest in three (3) equal annual tranches, with the first tranche vesting on the second anniversary of the Commencement Date, the second tranche vesting on the third anniversary of the Commencement Date and the third tranche vesting on the fourth anniversary of the Commencement Date, subject to Executive's continued employment with the Company on each vesting date. Unvested Restricted Stock will be forfeited on the termination of the Executive's employment. Notwithstanding the foregoing, if the Executive's employment is terminated by the Company without Cause or due to Executive's death or Disability, a pro-rated portion of the unvested Restricted Stock will vest. Such pro-rated portion will be equal to the number of shares of Restricted Stock that would have vested on the next vesting date multiplied by a fraction where the numerator is the number of full months Executive has been employed with the Company since the Commencement Date, or if the termination is after the first anniversary of the Commencement Date, the most recent anniversary of the Commencement Date, and the denominator is twelve (12). The Restricted Stock will be subject to the terms of a Restricted Stock Agreement, which will contain restrictions on transfer, repurchase rights and drag rights in favor of the Company.

(ii) On the second anniversary of the Commencement Date (such actual date of grant, the "Grant Date"), and provided the Executive is employed on such date, the Executive shall receive an option to purchase shares of the Company's common stock in an amount sufficient to provide that, when combined with the Executive's existing ownership of the Company's common stock on a fully diluted, as converted and post-issuance basis, the Executive shall hold ten percent (10.0%) of the Company's common stock on a fully diluted, as converted and post-issuance basis, as of the Grant Date (the "Option"). The exercise price of the Option shall be equal to the fair market value of such common stock on the Grant Date determined pursuant to the option plan. The Option shall be subject to the terms of the option plan and applicable stock option agreement and, subject to sub-Sections 3(b)(iii) and (iv), the Option shall vest in three equal installments commencing on the first anniversary of the Grant Date subject to

Executive's continued employment on each vesting date. The unvested portion of the Option will be forfeited upon the Executive's termination of employment. Notwithstanding the foregoing, if the Executive's employment is terminated by the Company without Cause or due to Executive's death or Disability, a pro-rated portion of the unvested Option will vest. Such pro-rated portion will be equal to that portion of the Option that would have vested on the next vesting date multiplied by a fraction where the numerator is the number of full months Executive has been employed with the Company since the Grant Date, or if the termination is after the first anniversary of the Grant Date, the most recent anniversary of the Grant Date, and the denominator is twelve (12).

(iii) Upon a Change of Control of the Company while the Executive is employed or if the Executive is terminated without Cause, any unvested portion of the Restricted Stock and the Option shall become one-hundred percent (100%) vested immediately prior to the Change of Control. As used herein, "Change of Control" means (a) any Person (within the meaning as set forth in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) or group of affiliated Persons, other than an affiliate of the Company, acquires ownership of equity securities of the Company that, together with the equity securities held by that Person, constitutes more than fifty percent (50%) of the total voting power of the outstanding equity securities of the Company; (b) the Company sells, transfers, leases or otherwise disposes of or conveys all or substantially all of its and its subsidiaries' (viewed together as a whole) assets in one or more related transactions to any Person or group of affiliated Persons; or (c) a merger or consolidation of the Company with or into another corporation or entity (whether or not the Company is the surviving entity) if, immediately after the merger or consolidation, more than fifty percent (50%) of the voting stock of the surviving corporation is owned by persons who were not, directly or indirectly, holders of voting stock of the Company immediately prior to the merger or consolidation.

(iv) If the Executive is terminated for Cause, or if following the termination of the Executive's employment for any other reason the Company determines in good faith that, subject to any applicable statute of limitations, the Executive engaged in conduct amounting to grounds for termination by the Company of the Executive for Cause, then the Executive will forfeit all unexercised Options and the Restricted Stock, both vested and unvested.

(c) Business Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable business expenses incurred by Executive in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid later than the last day of the full calendar month immediately following the date of the Executive's submission of a request for reimbursement coupled with the applicable receipt or evidence of such expenses, provided however, that in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of the reimbursable expenses incurred in one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement is not subject to liquidation or exchange for another benefit.

(d) Other Benefits. The Executive shall be entitled to participate in all pension, savings and retirement plans, welfare and insurance plans, practices, policies, programs and perquisites of employment applicable generally to other senior executives of the Company to include at least a 401K plan and coverage for Executive and Executive's spouse under the company's group health insurance plan.

(e) Vacation and Holidays. The Executive shall be entitled to fifteen (15) days paid vacation days in each year, subject to any terms and conditions to which the Company subjects its senior executives regarding its vacation policy. The Executive shall also be entitled to all paid holidays given by the Company to its senior executives.

(f) Withholding. All amounts payable to the Executive under this Section 3 shall be subject to all required federal, state and local withholding, payroll and insurance taxes.

(g) Indemnity. The Company agrees to indemnify the Executive against, and hold the Executive harmless from, any and all losses, claims, damages, liabilities and related reasonable out-of-pocket expenses, including but not limited to reasonable attorneys' fees, incurred by or asserted against the Executive by any third party (other than the Company) relating to any claim, litigation, investigation or proceeding arising from or connected to the performance of services or the execution of duties by the Executive for or on behalf of the Company pursuant to this Agreement. The Company's indemnity obligations under this Section 3(g) shall not be applicable to the extent that said losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or willful misconduct of the Executive, provided that the Company's indemnity obligations shall be absolute and unconditional with respect to any action or inaction on the part of the Executive directed or otherwise approved by the Board. Settlement of any claim or litigation involving any indemnified amount will require the approval of the Executive, which shall not be unreasonably withheld. The Company's indemnity obligations under this Section 3(g) shall survive the expiration or termination of this Agreement for any reason whatsoever.

4. Termination. The Executive's employment may be terminated and this Agreement terminated under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if the Executive becomes subject to a Disability. For purposes of this Agreement, "Disability" means the Executive is unable to perform the essential functions of his position as Chief Marketing Officer with or without a reasonable accommodation, for a period of 90 consecutive calendar days or 180 non-consecutive calendar days within any rolling 12-month period.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" means (i) the Executive's gross negligence, or willful failure to attempt in good faith to substantially perform Executive's duties (other than due to physical or mental illness or incapacity), which in any case results in or could reasonably be expected to result in material damage to the property, business or reputation of the Company, (ii) the Executive's conviction of, or plea of guilty or *nolo contendere* to, or confession to, all as during the Term, a felony, (iii) the Executive's knowingly willful violation of the written policies of the Company that is detrimental to the best interests of the Company, provided that the written policies at issue are lawful, (iv) the Executive's fraud or misappropriation, embezzlement or material misuse of funds or property belonging to the Company, or (v) willful or reckless misconduct in respect of the Executive's obligations to the Company occurring during the course of the Executive's employment, which results in or could reasonably be expected to result in material damage to the property, business or reputation of the Company. For the avoidance of doubt, any action or inaction on the part of the Executive directed or otherwise approved by the Board shall not be deemed to create grounds for termination for Cause.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment at any time without Cause upon 30 days prior written notice.

(e) Termination by the Executive. The Executive may terminate Executive's employment at any time upon 30 days prior written notice.

(f) Expiration. The Executive's employment will terminate upon the Expiration Date.

(g) Termination Date. The "Termination Date" means: (i) if the Executive's employment is terminated by his death under Section 4(a), the date of his death; (ii) if the Executive's employment is terminated on account of his Disability under Section 4(b), the date on which the Company provides the Executive a written termination notice; (iii) if the Company terminates the Executive's employment for Cause under Section 4(c), the date on which the Company provides the Executive a written termination notice; (iv) if the Company terminates the Executive's employment without Cause under Section 4(d), 30 days after the date on which the Company provides the Executive a written termination notice; (v) if the Executive resigns his employment under Section 4(e), 30 days after the date on which the Executive provides the Company a written termination notice; and (vi) if the Executive's employment terminates as a result of the expiration of the Term under Section 4(f), the Expiration Date.

5. Compensation upon Termination.

(a) Termination by the Company for Cause, Because of Death or Disability, or Termination by the Executive or because the Agreement Term Expires. If the Executive's employment with the Company is terminated pursuant to Sections 4(a), (b), (c), (e), or if the Agreement Term expires pursuant to Section 4(f), the Company shall pay or provide to the Executive the following amounts through the Termination Date: (i) any earned but unpaid Base Salary through the Termination Date; and (ii) unpaid expense reimbursements incurred prior to the Termination Date (the "Accrued Obligations") on or before the time required by law but in no event more than thirty (30) days after the Executive's Termination Date.

(b) Termination by the Company without Cause. If the Company terminates Executive's employment without Cause pursuant to Section 4(d), then the Company (subject to Section 5(c) below) shall pay or provide to the Executive the following: (i) the Accrued Obligations; and (ii) continuation of Executive's Base Salary then in effect on the Termination Date for a period of twelve (12) months less the required deductions pursuant to applicable tax withholding laws and payable pursuant to the Company's regular payroll policy (the "Separation Pay").

(c) Release; Payment. Payment of the Separation Pay provided for in Section 5(b) shall be conditioned on the Executive first executing and delivering to the Company a full release of all claims that the Executive may have against the Company, its affiliates and subsidiaries and each of their respective directors, officers, employees and agents in a form reasonably acceptable to the Company (the "Release"). For the avoidance of doubt, nothing herein is intended to create, or shall be construed as creating, an obligation on the part of the Executive to execute the Release other than as a condition for the payment of the Separation Pay. The Release must become enforceable and irrevocable on or before sixtieth (60th) day following the Termination Date. If the Executive fails to execute without revocation the Release, the Executive shall be entitled to the Accrued Obligations only and not to the Separation Pay. Payment of the Separation Pay shall commence in the calendar month following the month in which the Release becomes enforceable and irrevocable. If, however, the sixty (60) day period in which the Release must become enforceable and irrevocable begins in one year and ends in the following year, the Company shall commence payment of the Separation Pay in the second year in the later of January and the first calendar month following the month in which the Release becomes effective and irrevocable. The first installment shall include, however, all amounts that would otherwise have been paid to the Executive between the Termination Date and the Executive's receipt of the first payment of the Separation Pay, assuming the first Separation Pay payment would otherwise have been paid in the month following the month in which the Termination Date occurs.

6. Section 409A.

(a) The Separation Pay set forth in this Agreement constitutes “non-qualified deferred compensation” subject to Section 409A. Any termination of the Executive’s employment triggering payment of benefits must constitute a “separation from service” under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of the Executive’s employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by the Executive to the Company at the time the Executive’s employment terminates), any benefits payable that constitute deferred compensation under Section 409A shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this section shall not cause any forfeiture of benefits on the Executive’s part, but shall only act as a delay until such time as a “separation from service” occurs.

(b) If the Executive is a “specified employee” (as that term is used in Section 409A and regulations and other guidance issued thereunder) on the date Executive’s separation from service becomes effective, any benefits payable hereunder that constitute non-qualified deferred compensation subject to Section 409A shall be delayed until the business day following the six-month anniversary of the date Executive’s separation from service becomes effective. On the business day following the six-month anniversary of the date Executive’s separation from service becomes effective, the Company shall pay the Executive in a lump sum the aggregate value of the non-qualified deferred compensation that the Company otherwise would have paid the Executive prior to that date under this Agreement.

(c) It is intended that each installment of the payments and benefits provided under this Agreement shall be treated as a separate “payment” for purposes of Section 409A of the Code. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code.

(d) The parties intend this Agreement to be in compliance with Section 409A. The Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including, but not limited to, consequences related to Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted and at all times administered in a manner that avoids the inclusion of compensation in income under Section 409A, or the payment of increased taxes, excise taxes, or other penalties under Section 409A.

7. Intellectual Property.

(a) Works for Hire. All creations, inventions, know-how, ideas, designs, software, copyrightable materials, trademarks, and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection (collectively, "Creations"), relating to any activities of the Company which were, are, or will be conceived by the Executive or developed by the Executive in the course of his employment or other services with the Company, whether conceived alone or with others and whether or not conceived or developed during regular business hours shall be the sole property of the Company and, to the maximum extent permitted by applicable law, shall be deemed "works made for hire" as that term is used in the United States Copyright Act. Notwithstanding the foregoing, Executive's obligations under this section 7(a) do not apply to Creations that are unrelated to the activities of the Company.

(b) Assignment of Creations. To the extent, if any, that the Executive retains any right, title or interest with respect to any Creations delivered to the Company or related to his employment with the Company, the Executive hereby grants to the Company an irrevocable, paid-up, transferable, sub-licensable, worldwide right and license: (i) to modify all or any portion of such Creations, including, without limitation, the making of additions to or deletions from such Creations, regardless of the medium (now or hereafter known) into which such Creations may be modified and regardless of the effect of such modifications on the integrity of such Creations; and (ii) to identify the Executive, or not to identify him, as one or more authors of or contributors to such Creations or any portion thereof, whether or not such Creations or any portion thereof have been modified. The Executive further waives any "moral" rights, or other rights with respect to attribution of authorship or integrity of such Creations that he may have under any applicable law, whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal theory.

(c) Disclosure. The Executive will promptly inform the Company of any Creations he conceives or develops during Executive's employment. The Executive shall (whether during his employment or after the termination of his employment) execute such written instruments and do other such acts as may be lawful and necessary in the reasonable opinion of the Company or its counsel to secure the Company's rights in the Creations, including obtaining a patent, registering a copyright, or otherwise (and the Executive hereby irrevocably appoints the Company and any of its officers as his attorney in fact to undertake such acts in his name). The Executive's obligation to execute written instruments and otherwise reasonably assist the Company in securing its rights in the Creations will continue after the termination of his employment for any reason. The Company shall reimburse the Executive for any out-of-pocket expenses (but not the Executive's attorneys' fees) he incurs in connection with his compliance with this Section 7(c). Notwithstanding the foregoing, Executive's obligations under this section 7(c) do not apply to creations that are unrelated to the activities of the Company.

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8. Confidentiality and Restrictive Covenants.

(a) Acknowledgments. The Executive acknowledges that:

(i) the Company is engaged in the business of providing online ticketing agent services for various venues, promoters and artists (the "Business");

(ii) Executive was identified as a Designated Employee under an Asset Purchase Agreement entered into between RNG Tickets, LLC d/b/a Wantickets LLC and the Company whereby as an inducement to enter, and as a condition of entering, into the Asset Purchase Agreement, the Executive and the Company have entered into a Post-Closing Non-Competition Agreement (as that term is defined in the Asset Purchase Agreement), and the terms and conditions of that Post-Closing Non-Competition Agreement shall run concurrently with the restrictive covenants set forth in this Agreement;

(iii) the Business in which the Company is engaged is intensely competitive and Executive's employment by the Company will require that Executive have access to and knowledge of Confidential Information of the Company. The term "Confidential Information" shall mean shall mean: trade secrets and any other information, matter or thing of a secret, confidential, or private nature that the Company has, through reasonable and identifiable means, maintained in strict confidence and concerns or is connected with the Business or any or its client identity lists, or customer accounts. Included in this definition are matters of a technical nature (know-how, computer programs, software, accounting, operating and manufacturing methods and documentation), matters of a business nature (contract forms, costs, profits, promotional methods, markets and marketing plans, sales, client accounts, employees, research and development), and any other matter developed by Executive for the Company's interest or benefit. Confidential Information does not include (i) information that is in the public domain at the time the information is acquired by Executive, (ii) information that later becomes public through no breach of this provision by Executive, or (iii) information that is generally known in the event marketing business;

(iv) the direct or indirect disclosure of any Confidential Information caused by the Executive would place the Company at a serious competitive disadvantage and would do serious damage, financial and otherwise, to the Company's business; and

(v) by Executive's training, experience and expertise, the Executive's services to the Company will be special and unique.

(b) Covenant Against Disclosure. All Confidential Information relating to the Business of the Company is, shall be and shall remain the sole property and confidential business information of the Company, free of any rights of the Executive. The Executive shall not, absent instructions by the Board or otherwise approvals thereby, make any use of the Confidential Information except in the performance of Executive's duties hereunder and Executive shall not disclose any Confidential Information to third parties, without the prior written consent of the Company.

(c) Return of Company Documents. On or before the Termination Date or on any date upon the Company's written demand, the Executive will return all Confidential Information in Executive's possession, directly or indirectly, that is in written or other tangible form (together with all duplicates thereof) and that Executive will not retain any Confidential Information or furnish any such Confidential Information to any third party.

(d) Non-Solicitation. During the Executive's employment and through the second anniversary of the Executive's Termination Date, the Executive shall not, directly or indirectly, on Executive's own account or as owner, agent, principal, officer, director, representative, partner, advisor, employee, or independent contractor of any third party, solicit (i) any employee of the Company or person who was in the employ of the Company at any time during the preceding 12 months to terminate his or her employment with the Company (and Executive will not engage or employ such employee or former employee of the Company); or (ii) any client or customer of the Company (including any person or entity who was a client or customer at any time during the preceding 12 months) or any prospective client or customer to whom the Company had made a presentation or other offering of services at any time during the preceding 6 months to cease doing business with the Company or to reduce the amount of business which any such client has customarily done or contemplates doing with the Company, whether or not the relationship between the Company and such client was originally established in whole or in part through Executive's effort (and Executive will not, upon any solicitation or offer from a Company client or prospective client, provide any services relating to the Business to such client or prospective client except as an employee of or consultant to the Company).

(e) Non-Competition. During the Executive's employment and through the second anniversary of the Executive's Termination Date, the Executive shall not engage in, directly or indirectly, as owner, agent, principal, officer, director, representative, partner, advisor, employee, or independent contractor, a Competitive Activity. For purposes of this Section 6(d), the term "Competitive Activity" means: engaging in any business or other endeavor that competes with the Business as is performed by the Company in the United States of America (which is where the Company does business; provided, however, if the Company ceases to do business in one or more of such States, then such States will be dropped from the definition of Competitive Activity). Executive represents and agrees that this is a reasonable territorial limitation for restriction of his competition against the Company due to the fact that the Company operates specifically in this territory and as Chief Operating Officer of the Company, Executive has overall involvement, responsibility, and knowledge of the entire territory and has, for the benefit of the Company developed relationships with customers, clients, vendors, and suppliers throughout that territory. For the avoidance of doubt, the Company acknowledges and agrees that the Executive's activities in the businesses set forth in Exhibit A attached hereto and incorporated herein by this reference, by way of example and without limitation, shall not be deemed to constitute a Competitive Activity.

9. Disputes.

(a) Any dispute or controversy arising out of or relating to this Agreement or Executive's employment or termination thereof, other than injunctive relief, will be settled exclusively by arbitration, conducted before a single arbitrator in New York, New York (applying New York law) in accordance with, and pursuant to, the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("AAA"). The decision of the arbitrator will be final and binding upon the parties hereto. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Either party may commence litigation in court to obtain injunctive relief in aid of arbitration, to compel arbitration, or to confirm or vacate an award, to the extent authorized by the Federal Arbitration Act. The Company and you will share the AAA administrative fees and the arbitrator's fee and expenses.

(b) Notwithstanding the foregoing, the Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the covenants set forth in Sections 7 and 8, and that in any event, money damages would be an inadequate remedy for any such breach. Accordingly, if Executive breaches, or proposes to breach, Sections 7 or 8, the Company shall be entitled to seek, in addition to all other remedies the Company may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage from any court having competent jurisdiction over either party.

(c) The Executive consents to jurisdiction in the United States District Court for the Southern District of New York, or if that court is unable to exercise jurisdiction for any reason, the New York Supreme Court, New York County, Commercial Division, in the event of any breach or threatened breach of Sections 7 or 8 and waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process and waives any objection to jurisdiction based on improper venue or improper jurisdiction.

(d) BOTH THE COMPANY AND THE EXECUTIVE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL OR STATE LAW.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter, except with respect to the Post-Closing Non-Competition Agreement, which agreement shall remain in full force and effect.

11. Successors and Assignment. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees. The Company may require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. This Agreement may not be assigned by either party absent the express written consent of the other party to this Agreement, provided that a Change of Control shall not require the consent of the Executive to the extent the benefits available to the Executive under this Agreement are not materially altered by such Change of Control or sale.

12. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

14. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

16. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

17. Governing Law. This is a New York contract and shall be construed under and be governed in all respects by the laws of New York without giving effect to the conflict of laws principles of New York or any other State.

18. Counterparts and Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail with .PDF attachment shall be effective as delivery of a manually executed counterpart of this Agreement.


(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

WANTICKETS RDM, INC.

By: _____
Name:
Title:

EXECUTIVE



Diego Carlin



Exhibit A

Faux Entertainment

- Artist management duties (publishing, interfacing with recording companies, tour routing, remix commission, branding, etc.).
- Event production (promoting and producing events with artist that company manages or fits into company's roster)
- Label services for company's clients (marketing releases, planning releases, working with PR companies to execute)

TMG (The Momentum Group)

- PR and marketing for artists and lifestyle companies relating to the Dance Music Space
- Tour activations and experiential marketing while on the road (and all clients are driven to the Wantickets artist touring program)
- Social media maintenance and management

Ward-Schurr Real Estate

- Buy, Hold and Flip real-estate properties
- Online and Offline real-estate related marketing

n/a

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