

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement"), dated as of this ____ day of _____, 2010, is entered into between TSI Tailored Systems, Inc., a Connecticut corporation (the "Company"), and Michael D. Wavada ("Employee").

Recitals

WHEREAS, Employee currently serves as the _____ of the Company and has unique expertise, knowledge and experience in the operation of the Company's business.

WHEREAS, contemporaneously with execution and delivery of this Agreement, the Employee, the other Company shareholders (collectively, "Sellers") and Timothy S. Finney ("Purchaser") are entering into an agreement whereby Purchaser will acquire 100% of the outstanding stock of the Company from Sellers (the "Purchase Agreement").

WHEREAS, two essential conditions of Purchaser's decision to proceed with the acquisition of the Company's stock from Sellers is the Company's ability to secure the commitment of Employee to provide Employee's services for the sole benefit of the Company and to obtain Employee's agreement that he will not compete with the Company as herein provided. Employee acknowledges that this Agreement is a material inducement to Purchaser to enter into the Purchase Agreement and consummate the transactions contemplated thereby and that Purchaser would not have entered into the Purchase Agreement or consummated the contemplated acquisition without the provisions of this Agreement.

WHEREAS, subject to the terms and conditions of this Agreement, Employee and the Company now desire to enter into this Agreement so that the Company may continue to employ Employee on and after the Purchase Agreement is consummated.

Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing, and the promises, mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. EMPLOYMENT. The Company agrees to employ Employee as _____ of the Company, which shall continue to operate in the same line of business previously conducted before the Closing of the Purchase Agreement, and Employee hereby accepts such employment upon the terms and conditions hereinafter set forth. This Agreement supersedes any other employment agreements or understandings, written or oral, between Purchaser, the Company and Employee.

2. EMPLOYMENT DUTIES. Employee shall function as a key executive of the Company, including significant responsibility for _____ the Company, and all matters normally included in the responsibilities of _____ of a company. Employee's primary responsibilities as _____ of the Company will be _____, sales, profitability, maintaining key account relationships and business development for the Company. Employee shall also perform for and on behalf of the Company such other duties as shall be assigned to

Employee by the Company's president from time to time. Employee shall act subject to the general supervision and pursuant to the orders, advice and direction of the Company's president. Any modification or expansion of Employee's duties hereunder shall not, unless specifically agreed to by the Company in a duly executed amendment to this Agreement, result in any (a) modification, increase or decrease of Employee's compensation referred to in Section 3 hereof or (b) material diminution in Employee's duties as _____ of the Company. Employee shall devote his best efforts, skill and attention to the business interests of the Company and his duties as an employee of the Company. Employee further covenants and agrees that Employee will not knowingly, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement in conflict with the best interests of the Company.

3. COMPENSATION.

(a) Base Salary. The Company shall pay Employee as compensation for Employee's services rendered hereunder a gross annual salary equal to \$118,000 per annum (the "Salary"), payable in accordance with the Company's usual payment practices but not less frequently than monthly. The Salary shall be subject to customary withholding taxes and other employment taxes as required by applicable law.

(b) Health and Welfare Benefits. Employee shall also be entitled to all rights and benefits for which Employee may be eligible under any bonus, participation or additional compensation plans, pension or profit-sharing plans, group life, medical, health, dental and/or disability insurance or other benefits offered or provided by the Company to its similarly situated employees ("Health and Welfare Benefits").

(c) TERM & TERMINATION OF EMPLOYMENT. The term of Employee's employment hereunder shall commence on the date of the Closing of the purchase by Purchaser of Company's Shares as set forth in the Purchase Agreement, and shall end on September 15, 2013 ("Employment Term"). Employee's employment by the Company may be terminated as follows:

(d) By mutual agreement of the Company and Employee.

(e) Automatically upon the death of Employee.

(f) At any time after Employee suffers a "Disability" (as defined below), the Company may terminate Employee's employment upon giving Employee written notice at least thirty (30) days in advance of the date on which such termination is to become effective. For the purposes of this Agreement "Disability" shall be defined as Employee's inability to perform substantially all of his regular duties as described herein for a continuous one hundred twenty (120) day period, or for more than one hundred eighty (180) days in any twelve (12) month period, because of a medically determinable disease, injury or other mental or physical disability based on then available medical information.

(g) If at any time prior to the conclusion of the Employment Term, either Employee is terminated by Company for reasons other than "with cause", or Employee

resigns “for cause”, as defined below, then notwithstanding the other provisions of this Agreement, Employee’s employment shall automatically terminate as of the specified resignation date or termination date, as the case may be.

(h) If at any time prior to the conclusion of the Employment Term, either Employee resigns for reasons other than “for cause” or is terminated by Company “with cause,” as defined below, then notwithstanding the other provisions of this Agreement, Employee’s employment shall automatically terminate as of the specified resignation date or termination date, as the case may be.

(i) For purposes of this Agreement, termination of Employee’s employment by Company shall be deemed to have been “with cause” only if:

(i) Employee shall have materially breached any representation, warranty, covenant or other provision of this Agreement (other than as a result of death or Disability) or the Purchase Agreement; provided, however, that “Cause” shall not be present under this clause unless:

(A) The Company shall have given Employee written notice specifying in reasonable detail the nature of the material breach constituting Cause under this clause, and, if such material breach is curable; and

(B) Employee shall have failed to cure such material breach within thirty (30) days after such notice, however, if it is not possible for Employee to cure within thirty (30) days and Employee is making measurable progress in attempting to cure, then Employee shall be given an additional thirty (30) days.

(ii) Employee commits gross negligence or willful misconduct with respect to the Company, including, but not limited to, dishonesty in the performance of Employee’s duties hereunder or conversion or misappropriation by Employee of monies or property of the Company;

(iii) criminal charges are instituted which are not dismissed within sixty (60) days after institution against Employee for fraud, embezzlement, or any other offense involving dishonesty or constituting a breach of trust involving the Company; or

(iv) Employee commits any other willful act or omission of material malfeasance or material misfeasance which could reasonably be expected to have a material adverse impact on the Company.

For purposes of this definition of “Cause,” no act or failure to act, on the part of Employee, shall be considered “willful” unless it is done, or omitted to be done, by Employee in bad faith or without reasonable belief that Employee’s action or omission was in the best interests of the Company.

4. For purposes of this Agreement, Employee's resignation "for cause" means:

(v) a material breach of (A) this Agreement by the Company, which shall include, but not be limited to failure to pay or provide the compensation set forth in Section 3, or (B) the Purchase Agreement by the Company.

(vi) the assignment by the Company to Employee, in the absence of Employee's death, Disability, or written consent, of duties and responsibilities that represent a material diminution of the title or position, described in Section 2 hereof, or any other action by the Company which results in a material diminution in such title or position; or

(vii) Employee's job functions no longer allow him to work from the current location of the Company in _____, Connecticut or remotely from Employee's principal residence in _____, Connecticut in a manner consistent with Employee's work schedule as of the date of this Agreement, without Employee's written consent.

Employee's resignation "for cause" shall not be present unless: (A) Employee shall have given the Company written notice specifying in reasonable detail the event or circumstance constituting for cause; and (B) the Company shall have failed to correct the event or circumstance so specified within thirty (30) days from the date of such notice from Employee, however, if it is not possible for the Company to correct the event or circumstance within thirty (30) days and the Company is making measurable progress in attempting to correct the event or circumstance, then the Company shall be given an additional thirty (30) days.

5. CERTAIN PAYMENTS AND OBLIGATIONS.

6. Termination for Death or Disability. Upon any termination of employment under Section 4(b) (Employee's death) or Section 4(c) (Employee's Disability), with or without the required notice, the Company shall pay Employee, or Employee's designated beneficiary or estate in the case of Employee's death, in a lump sum within thirty (30) days following such termination, an amount equal to the Salary and any incentive or bonus compensation Employee was entitled to receive up to the time of termination, plus the amount of any expenses that are reimbursable under Section 6.

7. Termination Other Than "With Cause" or Resignation "For Cause". Upon a termination of employment under Section 4(d):

8. The Company shall pay Employee, in a lump sum within thirty (30) days following such termination, an amount equal to six (6) months' Salary, plus any incentive or bonus compensation Employee was entitled to receive up to the time of termination, plus the amount of any expenses that are reimbursable under Section 6; and

(i) The Company will continue to provide Employee with continued Health and Welfare Benefits for six (6) months following such termination as if employed.

(ii) Termination “With Cause” or Resignation Other Than “For Cause”. Upon any termination of employment under Section 4(e):

(iii) As of the termination date, the Company shall no longer be responsible for providing Employee the Health and Welfare Benefits (subject to any vested rights thereunder), and all prerequisites shall cease immediately; and

(iv) The Company shall pay Employee, in a lump sum within thirty (30) days following such termination, an amount equal to the Salary and any incentive or bonus compensation Employee was entitled to receive up to the time of termination, plus the amount of any expenses that are reimbursable under Section 6.

The parties acknowledge and agree that the termination of Employee, for any reason, shall not affect any payments owed to Employee under the Purchase Agreement.

(v) EXPENSES. Employee shall be reimbursed for ordinary, reasonable and documented travel and other business-related fees, costs, expenses and disbursements incurred in the furtherance of the Company’s business. Reimbursement of expenses shall be made by the Company upon submission by Employee and reasonable approval of the Company of a statement itemizing the expenses incurred or such other verification as the Company may reasonably request. Unless approved in advance by the Company, any equipment and supplies acquired by Employee for use in a home office shall be paid by Employee.

(vi) COVENANT NOT TO COMPETE.

(b) During Employee’s employment and for a period of five (5) years commencing on that date upon which Employee’s relationship with the Company shall terminate for any reason whatsoever, but in no event less than seven (7) years following the Closing of the Purchase Agreement, Employee will not, within the geographical area comprising the United States, Mexico and Canada, which are the significant locations where the Company conducts and will conduct business:

(i) Directly or indirectly own, manage, operate, join or control or participate in the ownership, management, operation, control of, or be or become a shareholder, a director, an officer, a member, a partner, an employee of, a sales or manufacturing representative of, or a consultant to, any person, firm, partnership, corporation, or any other entity of any nature whatsoever which competes in any manner or to any extent with the business, lines of business or activities of the Company or any affiliate; or

(ii) Divert, or attempt to divert, any of the Company’s business by soliciting, contacting, advising, communicating with, or doing business with any customers or potential customers of the Company; or

(iii) Directly or indirectly request or advise any of the customers or employees of the Company to withdraw, curtail or cancel its business or relationship with the Company; or

(iv) Give, sell or otherwise convey to any other person, firm, partnership, corporation, or any other entity of any nature whatsoever, the right to canvass, solicit or accept any business for any other person or organization engaged in or about to become engaged in research on or development, production, marketing or selling of any confidential or proprietary product, process or service in existence or under development with which Employee has worked during the term of his engagement or about which Employee acquires confidential information, from any of the customers of the Company, nor shall Employee aid or assist any such other person, firm, partnership, corporation or any other entity in canvassing, soliciting or accepting such business; or

(v) Directly or indirectly for any person, firm, partnership, corporation or any other entity of any nature whatsoever, solicit, divert, or take away from the Company the services of any of the employees or agents of the Company, or induce in any way any non-performance of any of such employees' or agents' obligations to the Company.

(vi) The parties agree that the provisions of this Section 7 are severable and independent of the other provisions hereof, such that a breach of one or more other provisions hereof shall not affect the validity or enforceability of the provisions of this Section 7.

(vii) DISCLOSURE OF INFORMATION. Employee acknowledges that, in and as a result of Employee's employment by the Company, Employee will be making use of, acquiring and/or adding to confidential and proprietary information of a special and unique nature and value, including, without limitation, the Company's trade secrets, products, systems, programs, procedures, manuals, guides, equipment, machines, apparatus, know-how, technology, source code, confidential reports and communications and lists of customers, as well as the nature and type of the services rendered, and products supplied by the Company and the fees paid by the Company's customers. Employee further acknowledges that any information and materials received by the Company from customers, clients or other third parties in confidence (or subject to non-disclosure covenants) including, but not by way of limitation, information relating to the customers or vendors of such customers or clients shall be deemed to be confidential and proprietary information within the meaning of this Agreement. As a material inducement to the Company to employ or continue to employ Employee, and to pay Employee compensation for such services to be rendered to the Company by Employee (it being understood and agreed by the parties hereto that such compensation shall also be paid and received in consideration hereof), Employee covenants and agrees that Employee shall not, except with the prior written consent of the Company or except if Employee is acting as an employee

of the Company solely for the benefit of the Company in connection with the Company's business practices and employee policies, at any time during or following the term of his or her employment with the Company, directly or indirectly, or for any other person, firm, partnership, corporation or any other entity of any nature whatsoever, use, divulge, reveal, report, publish, transfer or disclose, for any purposes whatsoever, any of the Company's confidential property and proprietary information that is hereinafter defined.

(viii) DEFINITION OF CONFIDENTIAL AND PROPRIETARY INFORMATION. For purposes of this Agreement, the term "confidential and proprietary information" shall mean all of the following materials and information whether or not reduced to writing and whether or not patentable or protectable by copyright, which Employee receives, has access to, conceives or develops, in whole or in part, as a direct and indirect result of Employee's employment with the Company, in the course of Employee's employment with the Company (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering, support staff or otherwise) or through the use of any Company's facilities or resources:

(ix) Products, processes, and services, including information relating to research, development, inventions, purchases, accounting, marketing, merchandising, selling, sales, volume, service contracts, bids for services, pricing, profits, and general business methods and operations of the Company, and including, but not limited to, information regarding the Company's clients, prospective clients, client lists, client requirements, client data, and information relating to the manner in which the Company does business;

(x) Discoveries, concepts and ideas, whether or not patentable or protectable by copyright, including, without limitation, the nature and results of research and development activities, technical information or product or program performance and reliability, designs, drawings and specifications;

(xi) Any other materials or information related to any and all activities of the Company which are not generally known to others engaged in the Company's business or related or similar businesses or activities; and

(xii) All ideas which are derived from or related to Employee's access to or knowledge of any of the above enumerated materials and information.

(xiii) Employee further agrees that all inventions, discoveries, improvements, enhancements, and developments and works directly or indirectly made or created by Employee, either alone or with others, or under the direction or supervision of Employee, during the term of this Agreement, and whether or not in furtherance of Employee's duties as an employee of the Company, and all derivative works based thereon shall be the sole and complete property of the Company and will be treated as confidential and proprietary information.

(xiv) Failure of the Company to make or maintain any of the above confidential and proprietary information as confidential shall not waive the Company's right to claim such information's status as confidential and proprietary information as defined under the terms of this Agreement.

(xv) COMPANY'S REMEDIES. Employee recognizes that the Company will suffer irreparable damage if Employee should directly or indirectly breach Sections 7, 8 or 9 in any respect whatsoever. Employee acknowledges that the remedy at law for any such breach or threatened breach would be inadequate, and that, in addition to damages, the Company shall be entitled to injunctive relief from any court of competent jurisdiction to enjoin any breach, whether threatened or actual, by Employee, or by Employee's partners, agents, servants, representatives, companies, employees and/or any and all persons directly or indirectly acting with or for Employee, of the covenants and agreements contained herein, (without posting a bond or other security). In any action to enforce the provisions of this Agreement, Employee shall waive the right to claim that the Company has an adequate remedy at law. Employee specifically admits receipt and adequacy of consideration for the covenants contained in Sections 7, 8 and 9 and the reasonableness of the restrictions contained herein. If such an action becomes necessary, Employee agrees to pay to the Company its reasonable attorney's fees, court costs, and any other fees, costs and expenses incurred and disbursements made by the Company in obtaining such relief.

(xvi) RECORDS. All documents, notebooks, invoices, data, tapes, reference materials, sketches, drawings, memoranda, records, customer and prospective customer files and correspondence, whether prepared by Employee or others, shall belong exclusively to the Company and Employee agrees to turn over to the Company all copies of such materials in Employee's possession or then under Employee's control at the request of the Company or, in the absence of such a request, upon the termination of Employee's employment with the Company for any reason whatsoever.

(xvii) ACCOUNTING FOR PROFITS. Employee covenants and agrees that if Employee shall violate any of Employee's covenants, promises or agreements under this Agreement, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Employee has directly realized or may realize as a result of any such violations. Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies which the Company is or may be entitled to at law, in equity or under this Agreement.

9. ASSIGNMENT OF INTELLECTUAL PROPERTY. Employee will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns and promises to assign to the Company or its designee, all right, title, and interest in and to all Intellectual Property, which Employee may solely or jointly conceive or develop during employment with the Company. Employee further agrees that any

Intellectual Property for which a patent or copyright application is made or that is disclosed to a third party within one (1) year after termination of employment with the Company, and which pertains to the business of the Company, shall be conclusively presumed to have been conceived during employment with the Company, and Employee will therefore assign and hereby promises to assign all rights in such Intellectual Property to the Company. Employee agrees that all copyrights created within the scope of employment are works made for hire and the Company shall be named as the author. Employee's obligation to assign Intellectual Property shall not apply to any Intellectual Property for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless: (A) the Intellectual Property relates to the business of the Company or to the actual or demonstrably anticipated research or development of the Company's business; or (B) the Intellectual Property results from any work performed for the Company by Employee. Employee agrees to assign to the United States government all right, title, and interest in and to any and all Intellectual Property whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies. Further, Employee hereby waives, in favor of the Company, any and all moral rights which Employee now or in the future may have in the Intellectual Property in each jurisdiction throughout the world, to the full extent that such rights may be waived in each respective jurisdiction.

For purposes of this Agreement, "Intellectual Property" means, without limitation, all ideas, inventions, and original works of authorship including, but not limited to, mask works, copyrights, technical data, trade secrets, know-how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information.

10. PATENTS AND COPYRIGHT REGISTRATIONS. Employee agrees to assist the Company, at the Company's expense, in every legally proper way to secure to the Company all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to the Company, its successors or assigns. Employee further agrees that Employee's obligation to execute, or cause to be executed, any such instrument shall continue after termination of employment with the Company. If the Company is unable, because of Employee's mental or physical incapability or any other reason, to secure Employee's signature to apply for and pursue any application covering the Intellectual Property, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact to act for and in Employee's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Employee.

11. REASONABLENESS OF RESTRICTIONS. Employee has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set

forth herein are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors, stockholders and employees.

12. INVALIDITY OF ANY PROVISION. Employee further agrees that if any provision of this Agreement is found to be invalid, such provision shall be severed and the balance of this Agreement shall remain valid and enforceable and, should any court determine that the scope of business restricted or the time and area of the covenants and agreements contained herein are too broad to be enforced, such court shall not disregard such provision hereof, but shall, instead, enforce such provision as to such scope, time and area as the court deems equitable. Employee represents and warrants that his or her experience and capabilities are such that he or she could obtain employment in areas which would not violate the restrictive covenants and agreements contained herein, and that the enforcement of such covenants by way of injunction will not prevent him or her from earning a livelihood.

13. BURDEN AND BENEFIT. This Agreement shall be binding upon, and inure to the benefit of, the Company and Employee, and their respective heirs, personal and legal representatives, and successors and assigns; provided, however, that this Agreement is personal to Employee and shall not be assigned in whole or in part by Employee, and that the Company shall not assign this Agreement to any unaffiliated third party without Employee's consent.

14. GOVERNING LAW; JURISDICTION; VENUE. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Missouri without regard to choice or conflict of laws rules. All actions and proceedings arising out of or relating directly or indirectly to this Agreement will be filed and litigated exclusively in the federal district court for the Eastern District of Missouri or any state court located in the County of St. Louis, Missouri. The Company and Employee expressly consent to the jurisdiction of these courts, agree that venue is proper in these courts.

15. SEVERABILITY. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.

16. NOTICE. Any notice required to be given hereunder shall be sufficient if in writing, and sent by certified or registered mail, return receipt requested, first class, postage prepaid, in the case of Employee to the address as shown on the Company's records, and in the case of the Company, to its principal office.

17. WAIVER. No delay or omission by the Company to enforce any right conferred to the Company hereunder shall impair or impede the Company's ability to enforce such right, nor shall it be construed as a waiver of such right and, in the event the Company does waive any right granted hereunder, such waiver shall not apply to any succeeding breach by Employee of this Agreement.

18. ENTIRE AGREEMENT. This Agreement and the Purchase Agreement contain the full, entire, and integrated agreement and understandings by and between Employee and the Company with respect to the covenants herein described, and no other representations, promises, agreements or understandings, written or oral, not herein or therein contained shall be of any

force or effect.

19. HEADINGS. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any provisions of this Agreement.

20. TOLLING OF NON-COMPETITION AND NON-SOLICITATION OBLIGATIONS. Should Employee breach any of the provisions in Section 7 of this Agreement, Employee acknowledges and agrees that, with respect to the computation of the post-employment restrictions contained in Section 7, such period shall be tolled from the date of the first breach until the date judicial relief providing an effective remedy for such breach or breaches is obtained by the Company, or until the Company states in writing that it will seek no judicial relief for such breach.

21. DEFINITIONS OF AFFILIATE AND SUBSIDIARY. The term “affiliate” as used herein shall mean the Company, any other corporation owned or controlled by the Company or under common control with the Company, directly or indirectly through stock ownership, and any subsidiary of any of the above. The term “subsidiary,” as used herein, shall mean any legal entity which is owned or controlled, directly or indirectly through stock ownership, and shall include (but not be limited to) each legal entity or majority of the voting interest of which is owned or controlled.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TSI Tailored Systems, Inc.

By: _____
 Michael D. Wavada