

MONSTER WORLDWIDE, INC.,

Plaintiff,

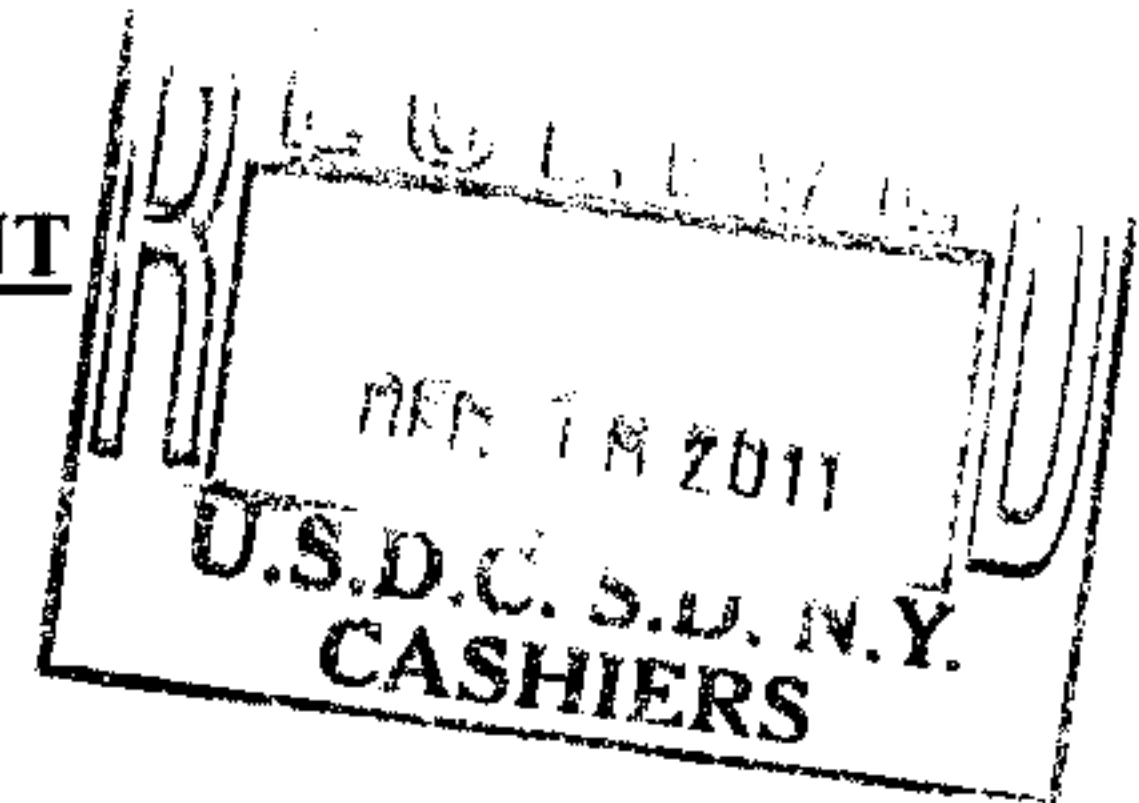
v.

DARKO DEJANOVIC,

Defendant.

11 Civ. _____

COMPLAINT



Monster Worldwide, Inc. (“Monster” or the “Company”), by its attorneys, Jones Day, for its complaint against Darko Dejanovic (“Mr. Dejanovic” or “Defendant”) alleges as follows:

NATURE OF THE ACTION

1. This is an action for damages and permanent injunctive relief based on Mr. Dejanovic’s violation of his contractual obligation to refrain from soliciting employees of his former employer, Monster, for a period of twelve (12) months following his resignation from Monster. Mr. Dejanovic signed four separate enforceable agreements containing this non-solicitation provision between 2007 and 2008. With full awareness of his obligations under these agreements, within months of his departure from Monster, Mr. Dejanovic solicited two (2) highly skilled technology employees from Monster to work for his new employer. By so doing, Mr. Dejanovic blatantly violated the non-solicitation provisions of these agreements, entitling Monster to the relief sought in this action.

PARTIES

2. Monster Worldwide, Inc. is a Delaware corporation engaged in the business of online employment solutions, with its principal place of business at 622 Third Avenue, New York, New York, 10017.

3. Upon information and belief, Mr. Dejanovic is an individual who resides at 901 Brickell Key Boulevard, Miami, Florida 33131, and is employed by The Active Network, Inc. at 10182 Telesis Court, San Diego, CA 92121.

JURISDICTION AND VENUE

4. Pursuant to 28 U.S.C. § 1332, this Court has jurisdiction over this action because the matter in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000), exclusive of costs and interest, and there is complete diversity of citizenship between the parties.

5. Pursuant to 28 U.S.C. § 1391, venue properly lies in this Court because a substantial part of the events giving rise to the claims occurred in this judicial district.

FACTS

Mr. Dejanovic's Employment with Monster and His Non-Solicitation Agreements

6. Monster is the parent company of Monster.com, the premier global online employment solution for people seeking jobs and the employers who need great people. For over ten years, Monster has been a global provider of a full array of job seeking, career management, recruitment and talent management products and services.

7. In or about January 2007, Monster hired Mr. Dejanovic as the Senior Vice President and Global Chief Information Officer ("CIO") of Monster. The Monster executives involved in the decision to offer employment to Mr. Dejanovic, including advising him of the terms and conditions of his offer of employment, work in Monster's corporate headquarters in New York, New York.

8. On January 30, 2007, in conjunction with his acceptance of the offer from Monster, Mr. Dejanovic signed a Confidentiality/Non-Solicitation Agreement with Monster, in which he agreed that "[f]or a period of one year after the last day of [Mr. Dejanovic's]

employment with [Monster],” he would not “directly or indirectly, hire, attempt to hire, solicit for employment or encourage the departure of any employee of [Monster] or any individual who was employed by [Monster] at any time during the 12 months preceding the last day of [Mr. Dejanovic’s] employment with [Monster].” (A true and correct copy of the January 30, 2007 Agreement is appended hereto as Exhibit A.)

9. On March 2, 2007, Monster provided Mr. Dejanovic with an employment agreement that governed the terms and conditions of his employment as CIO of Monster. Mr. Dejanovic agreed to the terms of the employment agreement on March 15, 2007. By the terms of the employment agreement, Mr. Dejanovic again agreed to non-solicitation obligations, as well as non-compete obligations. (A true and correct copy of the March 15, 2007 Employment Agreement is appended hereto as Exhibit B.)

10. On April 17, 2007, in conjunction with starting his employment at Monster, Mr. Dejanovic signed another Confidentiality/Non-Solicitation Agreement with Monster, which included the same non-solicitation provision as the January 30, 2007 Agreement. (A true and correct copy of the April 17, 2007 Agreement is appended hereto as Exhibit C.)

11. Over time, Mr. Dejanovic was promoted to Executive Vice President in charge not only of the global technology department but the global product development team as well. As such, Mr. Dejanovic was not only an executive officer of Monster, he was also the Company’s most senior technology employee – a particularly important position given that the Company is driven by technology. Mr. Dejanovic was involved at the highest level with strategic Company and product initiatives and the development and modification of software and system architecture. During his tenure at Monster, the entire technology department and later the

global product development team reported to Mr. Dejanovic and he had access to the highest level of strategic, confidential technology information about the Company and its products.

12. On October 30, 2008, Mr. Dejanovic signed a Restricted Stock Agreement with Monster, which granted Mr. Dejanovic substantial compensation in the form of Restricted Stock in consideration for executing a Non-Competition, Non-Solicitation, Confidential Information and Intellectual Property Assignment Agreement. (A true and correct copy of the October 30, 2008 Agreement is appended hereto as Exhibit D.) Pursuant to this agreement, Mr. Dejanovic was awarded as Restricted Stock 150,000 shares of Common Stock for a purchase price of zero dollars, which Restricted Stock vested based on the terms of the agreement. During his employment with the Company, upon the satisfaction of the terms that triggered an award of 1/3 of the Restricted Stock, Mr. Dejanovic received a stock grant of 50,000 shares of common stock, which had a total value of over \$1.2 million at the time.

13. In conjunction with the award of 150,000 shares of Restricted Stock, Mr. Dejanovic agreed that “for a period of twelve (12) months following the termination of Executive’s employment for any reason,” that he would not “employ, hire, solicit, recruit or assist in the solicitation or recruitment of any person who is then employed or engaged” by Monster. Under the terms of this agreement, which is expressly governed by New York law, any disputes are to be brought exclusively in New York County, New York. Additionally, the agreement provides that in the event of breach, Mr. Dejanovic shall forfeit all awards and payments pursuant to any agreement with the Company, including any awards and payments provided under any employment or restricted stock agreements. The agreement also provides that Monster shall be entitled to obtain equitable relief, including a permanent injunction, and

that Mr. Dejanovic must pay Monster's attorneys' fees and costs incurred as a result of its seeking to enforce the agreement.

14. The agreements dated January 30, 2007, March 15, 2007, April 17, 2007, and October 30, 2008 are referred to collectively herein as the "Agreements." Notably, each of the Agreements stands on its own and does not supercede or replace the obligations of the other agreements. Accordingly, Mr. Dejanovic has separate continuing obligations under each of the Agreements, each of which provide a post-employment restriction on soliciting Monster employees.

15. On or about August 26, 2011, Mr. Dejanovic voluntarily resigned from Monster and informed the Company that he was beginning new employment with The Active Network, Inc. ("The Active Network"), a company that provides technology to organizations throughout the world that run activities or manage facilities.

Mr. Dejanovic's Solicitation of Monster Employees

16. In or about early September 2011, Mr. Dejanovic contacted Monster to request permission to solicit a current employee of Monster, Michael Brier ("Mr. Brier"), for employment with The Active Network. By so doing, Mr. Dejanovic evidenced his awareness of his non-solicitation obligations under the Agreements. In a letter dated September 14, 2011, Andrew Burchill ("Mr. Burchill"), Senior Vice President and Deputy General Counsel for Monster, confirmed that the Company consented to Mr. Dejanovic soliciting and hiring Mr. Brier for employment with The Active Network. (A true and correct copy of the September 14, 2011 Letter is appended hereto as Exhibit E.) Monster consented to this limited exception to Mr. Dejanovic's non-solicitation obligations because Mr. Brier was not one of the most senior technology executives and functioned as support to Mr. Dejanovic, such that his long-term future

at Monster without Mr. Dejanovic's presence at Monster was uncertain. In the letter, Monster reiterated that the Company did not amend or waive the obligations of the Agreements, other than as specifically applied to Mr. Brier. Accordingly, Mr. Dejanovic was well-aware that solicitation of any other Monster employee in the twelve (12) month period following his departure from Monster would violate the non-solicitation provisions in the Agreements.

17. Thereafter, Mr. Dejanovic solicited at least two additional employees of Monster – Evan Davies (“Mr. Davies”) and Andrea Facini (“Mr. Facini”).

18. In what appears to have been an attempt to convince Monster of the limited value of Messrs. Davies and Facini, prior to his departure, Mr. Dejanovic significantly downplayed the contributions and skill sets of these two employees. In so doing, Mr. Dejanovic appears to have been laying the groundwork for his later solicitation of these two individuals.

19. During the period that they all worked together at Monster, both Messrs. Davies and Facini were senior members of the Company's technology and product teams and both reported directly to Mr. Dejanovic. Mr. Davies was among the highest technology employees at Monster and ran many key IT projects for the Company. Mr. Facini was very involved in new product development on the Monster.com website. All three of these employees had access to the highest level of confidential and proprietary information, such as website and product design and development data that is critical to the operations of a technology-based company like Monster.

20. Mr. Davies was the Senior Vice President and Chief Information Technology Architect. Mr. Facini was the Vice President of Global Content & User Experience. Both employees also had valid non-solicitation agreements with the Company.

21. On or about September 16, 2011, Mr. Facini resigned and separated from his employment with Monster. On or about October 28, 2011, Mr. Davies resigned and separated from his employment with Monster. In response to inquiries from the Company about their future plans, both employees indicated that they were pursuing other opportunities without disclosing where they intended to work. Their failure to disclose their plans raised suspicions about the possibility that they intended to join Mr. Dejanovic.

22. On or about September 30, 2011, Mr. Facini contacted Monster to seek permission from the Company in writing to pursue employment with Mr. Dejanovic's new employer in San Diego, CA. Monster declined Mr. Facini's request. At that point, it was evident that Messrs. Facini and Dejanovic were discussing the possible employment of Mr. Facini at The Active Network. However, Monster expected that its denial of Mr. Facini's request would put an end to those discussions and that Mr. Dejanovic would not blatantly violate his Agreements by continuing to solicit and ultimately hire Mr. Facini.

23. On or about December 12, 2011, Monster contacted The Active Network and discovered that both Messrs. Davies and Facini were current employees of The Active Network. Upon obtaining such information, it became clear that Mr. Dejanovic had no intention of honoring his non-solicitation obligations under the Agreements. Moreover, upon information and belief, The Active Network was aware of the Agreements and is complicit in the actions of Mr. Dejanovic that violate these Agreements.

24. Given Mr. Dejanovic's attempts to convince Monster of the limited value of Messrs. Davies and Facini, the direct work relationship between Messrs. Davies, Facini and Dejanovic, and the secretive nature of the circumstances surrounding the departures of Messrs. Davies and Facini, it appears that Messrs. Davies, Facini and Dejanovic have endeavored to hide

Mr. Dejanovic's violations of his ongoing contractual obligations to Monster under the Agreements.

COUNT ONE

Breach of Contract

25. Monster repeats and realleges each and every allegation contained in Paragraphs 1 through 24 above as though fully set forth herein.

26. Mr. Dejanovic executed the Agreements, which provided reasonable and binding terms governing his services with Monster.

27. The Agreements were supported by good and valuable consideration including, but not limited to, Mr. Dejanovic's continued employment with Monster and his receipt of a generous compensation from Monster, including the shares of Monster stock.

28. The terms of the restrictive covenants protect legitimate interests of Monster, namely, Monster's interest in protecting its highly valuable and confidential trade secrets regarding its technology and product development. The restrictions in the Agreements pose no undue hardship on Mr. Dejanovic. Notably, Monster did not attempt to preclude Mr. Dejanovic from obtaining gainful employment after his resignation from Monster.

29. The Restricted Stock Agreement dated October 30, 2008, awarded Mr. Dejanovic 150,000 shares of common stock, which were to vest over a period years assuming certain conditions were met relating to the stock price. During his employment with the Company, the first criteria was met, which entitled him to one third, or 50,000 shares. When he received the 50,000 shares, the total value of those 50,000 shares of common stock was in excess of \$1.2 million.

30. Pursuant to the Restricted Stock Agreement, in the event of breach of the non-solicitation obligations, Mr. Dejanovic agreed to forfeit all awards and payments pursuant to any agreement with the Company, including any amounts set forth in any employment or restricted stock agreements.

31. The Restricted Stock Agreement also provides that, for violations of the restrictive covenants, Monster shall be entitled to obtain equitable relief, including, among other things, a permanent injunction, against Mr. Dejanovic.

32. The Restricted Stock Agreement also provides that Mr. Dejanovic must pay Monster's attorneys' fees and costs incurred as a result of its seeking to enforce the agreement.

33. The terms of the non-solicitation provisions contained in the Agreements are reasonable as to duration and scope and protect Monster's legitimate business interests.

34. Mr. Dejanovic terminated his employment with Monster.

35. Mr. Dejanovic breached the non-solicitation covenant of the Agreements when he solicited, recruited and hired two employees of Monster, Messrs. Facini and Davies, to work for The Active Network.

36. By the actions described above, Mr. Dejanovic breached his Agreements with Monster by soliciting, recruiting and hiring current Monster employees within twelve (12) months of his separation from Monster.

37. As a result of Mr. Dejanovic's breach of the Agreements, Monster is left without two key high level technology employees, lost the benefit of the bargain explicit in the stock award and related confidentiality and non-solicitation agreements with Mr. Dejanovic.

38. If Mr. Dejanovic is not enjoined from any and all violations and continuing violations of his breach of these Agreements, Monster will suffer irreparable injury, including

but not limited to the loss of valuable confidential information, loss of critical high-level technology employees, and the general loss of goodwill in the industry, for which Monster's remedies at law are inadequate.

39. Accordingly, due to the breach of the Agreements by Mr. Dejanovic, Monster is entitled to monetary damages, including the \$1.2 million value of the grant of 50,000 shares of common stock, attorneys' fees and a permanent injunction barring Mr. Dejanovic from any further violations of the restrictive covenants.

COUNT TWO

Breach of the Duty of Good Faith and Fair Dealing

40. Monster repeats and realleges each and every allegation contained in Paragraphs 1 through 39 above as though fully set forth herein.

41. Pursuant to the Agreements with Monster, Mr. Dejanovic was bound by an implied duty of good faith and fair dealing, which comprehended an obligation to refrain from soliciting Monster's employees.

42. Mr. Dejanovic breached the duty of good faith and fair dealing by unreasonably, intentionally and in bad faith, demonstrating his express intent to disregard his contractual obligations and his deceptive actions in soliciting Messrs. Facini and Davies to leave Monster and hiring them to work for The Active Network.

43. As a result of Mr. Dejanovic's breach of the covenant of good faith and fair dealing, Monster has suffered the loss of highly experienced and valued executive employees in its technology department, and lost the benefit of the bargain explicit in the stock award and related confidentiality and non-solicitation agreements with Mr. Dejanovic.

44. As a result of Mr. Dejanovic's breach of the covenant of good faith and fair dealing, Monster will suffer damages, including the raiding of its senior technology team, who have access to the highest level of confidential and proprietary knowledge, and other irreparable injuries for which it has no adequate remedy at law.

45. If Mr. Dejanovic is not enjoined from any and all violations and continuing violations of the covenant of good faith and fair dealing, Monster will suffer irreparable injury, including but not limited to the loss of valuable confidential information, loss of critical high-level technology employees, and the general loss of goodwill in the industry, for which Monster's remedies at law are inadequate.

46. Accordingly, due to the breach by Mr. Dejanovic of his covenant of good faith and fair dealing, Monster is entitled to monetary damages, including the \$1.2 million value of the grant of 50,000 shares of common stock, attorneys' fees and a permanent injunction barring Mr. Dejanovic from any further violations of the restrictive covenants

COUNT THREE

Tortious Interference With Contractual Relations

47. Monster repeats and realleges each and every allegation contained in Paragraphs 1 through 46 above as though fully set forth herein.

48. Mr. Dejanovic knew that he was obligated to not solicit current or former employees of Monster, as demonstrated by his asking permission to hire Michael Brier, an employee of Monster at the time. Mr. Dejanovic also knew that his staff all had similar post-employment restrictive covenant obligations to Monster.

49. Mr. Dejanovic's interference with Monster's contractual relationships with at least two of Monster's most senior technology employees was willful, wanton, reckless,

malicious and undertaken with the express and calculated purpose of damaging Monster and enriching Mr. Dejanovic and his new employer, The Active Network.

50. Mr. Dejanovic's actions have caused damage to Monster, including the loss of the benefit of its Agreements with Mr. Dejanovic, the raiding of its senior technology team and other comparable injuries, for which it has no adequate remedy at law.

51. If Mr. Dejanovic is not enjoined from any and all violations and continuing violations of his tortious interference with contractual relations, Monster will suffer irreparable injury, including but not limited to the loss of valuable confidential information, loss of critical high-level technology employees, and the general loss of goodwill in the industry, for which Monster's remedies at law are inadequate.

52. Accordingly, due to the tortious interference with contractual relations by Mr. Dejanovic, Monster is entitled to monetary damages, including the \$1.2 million value of the grant of 50,000 shares of common stock, attorneys' fees and a permanent injunction barring Mr. Dejanovic from any further violations of the restrictive covenants

WHEREFORE, Plaintiff Monster prays that judgment be entered in its favor and against Defendant Darko Dejanovic as follows:

- a) that Mr. Dejanovic be compelled to return to Monster the value of the 50,000 shares of common stock he received pursuant to the Restricted Stock Agreement;
- b) that Monster be awarded its costs herein, including attorneys' fees and other compensatory damages in an amount to be proven at trial; and
- c) that Monster be entitled to a permanent injunction to prevent Mr. Dejanovic for a period of (12) months from the date of his departure from Monster from employing, hiring, soliciting, recruiting, or assisting in the solicitation or recruitment of any

person who was employed by Monster at any time during the twelve (12) months preceding Mr.

Dejanovic's last day of employment with Monster;

d) such other and further relief as this Court may deem just and proper.

Dated: December 16, 2011
New York, New York

JONES DAY

By:  _____

Terri L. Chase (TC 9091)
222 East 41st Street
New York, New York 10017
Tel. (212) 326-8386
Fax. (212) 755-7306
tlchase@jonesday.com

Attorneys for Plaintiff
Monster Worldwide, Inc.

NYI-4418875v2


Exhibit A

Confidentiality/Non-Solicitation Agreement

As a material inducement to my employment by Monster Worldwide, Inc. (formerly known as TMP Worldwide Inc.) or one of its affiliates (collectively, "MNSTR"), I hereby agree as follows:

1. **Confidentiality.** During the course of my employment with MNSTR I have had and/or will have access to trade secret, proprietary and confidential information relating to MNSTR and its clients, including but not limited to marketing data, financial information, client lists (including without limitation Rolodex type or computer based compilations maintained by MNSTR or me), details of MNSTR or client programs and methods, pricing policies, strategies, profit margins and software. During the course of my employment and thereafter, I will keep secret and retain in strictest confidence all of such trade secret, proprietary and confidential information, and will not disclose, disseminate or use such information to my own advantage or for the advantage of any party other than MNSTR.
2. **Non-solicitation.** For a period of one year after the last day of my employment with MNSTR:
 - (a) I will not, directly or indirectly, call on, solicit, perform services for, interfere with or endeavor to entice away from MNSTR any client to whom MNSTR provided services at any time during the 12 months preceding the last day of my employment with MNSTR, or any prospective client to whom MNSTR had made a presentation at any time during the 12 months preceding the last day of my employment with MNSTR; and
 - (b) I will not, directly or indirectly, hire, attempt to hire, solicit for employment or encourage the departure of any employee of MNSTR or any individual who was employed by MNSTR at any time during the 12 months preceding the last day of my employment with MNSTR.
3. **General.** During the term of my employment with MNSTR, I will not directly or indirectly become employed by or render any services to any competitor of MNSTR. I acknowledge that in the event I violate any provisions of this agreement in addition to its other rights and remedies, MNSTR shall be entitled to injunctive relief without the necessity of proving actual damages. I further acknowledge that (i) the provisions of this agreement, including but not limited to the provisions of 1 and 2 above, shall remain in effect in accordance with their terms even after the termination of my employment with MNSTR, regardless of whether any such termination is voluntary or involuntary, and (ii) if any provision of this agreement is held to be unenforceable, the court or arbitrator making such holding shall have the power to modify such provision and in its modified form such provisions shall be enforced.

This agreement does not restrict me from working for any competitor of MNSTR or any other firm at any time after my last day of employment with MNSTR, subject to my compliance with 1 and 2 above.



Signature

1/30/07

Date Signed

Print Name: DARKO DEJANOVIC

Exhibit B

**MONSTER WORLDWIDE, INC.
622 THIRD AVENUE
NEW YORK, NY 10017**

March 2, 2007

Mr. Darko Dejanovic
2007 Bennett Avenue
Evanston, IL 60201

Dear Darko:

This will confirm our understanding and agreement (the "Agreement") with respect to your employment as Senior Vice President-Global Chief Information Officer of Monster Worldwide, Inc. (the "Company"). You and the Company hereby agree as follows:

1. The Company agrees to employ you and you agree to be employed by the Company as Senior Vice President-Global Chief Information Officer, with such duties and responsibilities with respect to the Company and its affiliates as the Company's Chief Executive Officer ("CEO") or his designee reasonably direct. You agree to devote your best efforts, energies, abilities and full business time, skill and attention to your duties. You agree to perform the duties and responsibilities assigned to you to the best of your ability, in a diligent, trustworthy, businesslike and efficient manner for the purpose of advancing the business of the Company and to adhere to any and all of the employment policies of the Company. The start date of your employment pursuant to this agreement shall be on or about April 16, 2007.

2. In consideration for your services and other agreements hereunder, during your employment the Company shall (a) pay you a base salary of \$450,000 per year (prorated for periods of less than a full year) in regular installments in accordance with the Company's payroll practice for salaried employees, (b) provide you with medical, dental and disability coverage, if any, and 401(k) Plan, life insurance and other benefit plan eligibility, if any, in accordance with the Company's policies, (c) provide you with four weeks vacation per year in accordance with the Company's policies (prorated for periods of less than a full year), (d) provide you with the opportunity to earn annual performance based bonuses with the target of 100% of his base salary in amounts determined by and on the basis of satisfaction of such performance goals as are established by the Compensation Committee of the Board of Directors of the Company (the "Compensation Committee") under the Company's 1999 Long Term Incentive Plan (or any similar or successor plan) and (e) provide you the opportunity to participate in any long-term equity plan for executives of your level which may be instituted from time to time. Your base salary will be reviewed on an annual basis, it being understood that any increases in compensation shall be subject to the sole discretion of the Company.

If you have not been terminated with "cause" prior to such time, the Company shall pay you a one-time sign-on bonus no later than 30 days after your start date in the amount of \$100,000 minus all applicable withholding and other taxes. Should your employment cease with the Company prior to your one-year anniversary with the Company, you shall be required to pay back to the Company such bonus pro-rated for the amount of time served with the Company over that twelve-month period. You shall not be required to pay back any portion of such sign-on bonus if you are terminated without "cause" as defined herein.

Assuming your continued employment with the Company through December 31, 2007, your 2007 bonus shall be a minimum of \$450,000, minus all applicable withholding and other taxes. All bonuses in addition to or subsequent to the 2007 bonus, if any, are at the discretion of the Company.

Subject to approval from the Company's Compensation Committee and the requirements of the relevant securities laws, the Company shall also issue you 12,000 restricted stock units pursuant to the Company's standard form including the four-year vesting schedule.

The Company shall also pay your reasonably incurred relocation expenses to the Massachusetts area consistent with the Company's relocation policy.

3. You may terminate this Agreement at any time upon 60 days' prior written notice. The Company may terminate this agreement at any time upon written notice. This Agreement shall also terminate automatically in the event you should die or, in the reasonable determination of the Company, become unable to perform by reason of physical or mental incompetency your obligations hereunder for a period of 120 days in any 365 day period. It is understood and agreed that in the event that this agreement is terminated by the Company other than for Cause (as defined in Section 4 below) then subject to (i) your execution and delivery of the Company's then current form of separation agreement and general release applicable to similarly situated employees and (ii) the expiration of any rescission period provided thereby (without the rescission having been exercised), you shall, as your sole and exclusive remedy, be entitled to (a) receive severance equal to one times your then applicable annual base salary, payable over a period of twelve months (deleted "Non Compete Period) in regular installments in accordance with the Company's applicable payroll practice for salaried employees and (b) for a period of 12 months after the effective date of termination of your employment, have the Company make available to you (through COBRA) medical and dental benefits on the same terms and conditions as would have been made available to you (including employee premium contributions) had you remained employed by the Company during such period. The Company may accelerate the timing of any payment payable to you under this agreement in the event the Company determines that such acceleration would minimize or eliminate the risk that any payment to you hereunder would be deemed to violate Section 409 of the Internal Revenue Code of 1986, as it may be amended from time to time.

Except as expressly provided in this Section 3 sentence, in the event of the termination of this agreement or your employment for any reason, the Company shall have no further obligations to you hereunder or with respect to your employment from the effective date of termination. "Cause" shall mean the occurrence of any one or more of the following events: (i) your willful failure or gross negligence in performance of your duties or compliance with the reasonable directions of the CEO or the Board that remains not remedied for a period of twenty (20) days after the CEO or the Board has given written notice specifying in reasonable detail your failure to perform such duties or comply with such directions; (ii) your failure to comply with a material employment policy of the Company that remains unremedied for a period of twenty (20) days after the CEO or the Board has given written notice to you specifying in reasonable detail your failure to comply; or (iii) your commission of (a) a felony, (b) criminal dishonesty or (c) fraud.

4. You acknowledge that you have not relied on any representation not set forth in this Agreement. You represent that you are free to enter into this employment arrangement and that you

are not bound by any restrictive covenants or similar provisions restricting the performance of your duties hereunder other than what was previously disclosed.

5. In the event there is a Change in Control (as defined in paragraph 6 below), any shares of Company Common Stock covered by any restricted stock unit agreement between you and the Company shall automatically and immediately become fully vested. In addition, be entitled to (a) receive severance equal to one times your then applicable annual base salary, payable over a period of twelve months in regular installments in accordance with the Company's applicable payroll practice for salaried employees and (b) for a period of 12 months after the effective date of termination of your employment, have the Company make available to you (through COBRA) medical and dental benefits on the same terms and conditions as would have been made available to you (including employee premium contributions) had you remained employed by the Company during such period, in the event of change of control and if one of the following occurs:

(i) your employment with the Company is terminated.

(ii) you voluntarily resign as a result of reduction in the nature or scope of your authority or duties, a reduction in your compensation or benefits, or a change in the city in which you are required to perform your duties.

6. For purposes hereof, the term "Change in Control" shall be deemed to occur if (1) there shall be consummated (A) any consolidation, merger or reorganization involving the Company, unless such consolidation, merger or reorganization is a "Non-Control Transaction" (as defined below) or (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or (2) the stockholders of the Company shall approve any plan or proposal for liquidation or dissolution of the Company, or (3) any person (as such term is used in Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), shall become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of more than 50% of the combined voting power of the Company's then outstanding voting securities other than (a) a person who owns or owned shares of Class B Common Stock of the Company, (b) pursuant to a plan or arrangement entered into by such person and the Company, or (c) pursuant to receipt of such shares from a stockholder of the Company pursuant to such stockholder's will or the laws of descent and distribution. A "Non-Control Transaction" shall mean a consolidation, merger or reorganization of the Company where (1) the stockholders of the Company immediately before such consolidation, merger or reorganization own, directly or indirectly, at least a majority of the combined voting power of the outstanding voting securities of the corporation resulting from such consolidation, merger or reorganization (the "Surviving Corporation"), (2) the individuals who were members of the Board of the Company immediately prior to the execution of the agreement providing for such consolidation, merger or reorganization constitute at least 50% of the members of the Board of Directors of the Surviving Corporation, or a corporation directly or indirectly beneficially owning a majority of the voting securities of the Surviving Corporation and (3) no person (other than (a) the Company, (b) any subsidiary of the Company, (c) any employee benefit plan (or any trust forming a part thereof) maintained by the Company, the Surviving Corporation or any subsidiary, or (d) any person who, immediately prior to such consolidation, merger or reorganization, beneficially owned more than 50% of the combined voting power of the Company's then outstanding voting securities) beneficially

owns more than 50% of the combined voting power of the Surviving Corporation's then outstanding voting securities.

7. You acknowledge that during the course of your employment with the Company you will have access to trade secret, proprietary and confidential information relating to the Company and its clients, including but not limited to marketing data, financial information, client lists (including without limitation Rolodex type or computer based compilations maintained by the Company or you), details of Company or client programs and methods, pricing policies, strategies, profit margins and software. During the course of your employment and thereafter, you agree to keep secret and retain in strictest confidence all of such trade secret, proprietary and confidential information and not to disclose, disseminate or use such information to your own advantage or for the advantage of any party other than the Company.

8. During the Non-Solicitation Period, you agree that you will not, directly or indirectly, (a) call on, solicit, perform services for, interfere with or endeavor to entice away from the Company any client to whom the Company provided services at any time during the 12 months preceding the last day of your employment with the Company, or any prospective client to whom the Company had made a presentation at any time during the 12 months preceding the last day of your employment with the Company; and (b) hire, attempt to hire, solicit for employment or encourage the departure of any employee of the Company or any individual who was employed by the Company at any time during the 12 months preceding the last day of your employment with the Company. This non-solicitation does not restrict me from working for any competitor of Monster or any other firm at any time after my last day of employment with Monster, subject to my compliance with item 9 below.

9. During the Noncompete Period of three months, you agree that you shall not, anywhere in the United States or elsewhere in the world, directly or indirectly, engage, participate or assist in lines of business directly competitive to the business of the Company and its subsidiaries. The foregoing covenant is intended to prohibit you from engaging in such activities as owner, creditor, partner, stockholder, consultant, advisor or lender (except as a holder of equity securities that are publicly traded on a stock exchange or the recognized over-the-counter market, and then only to the extent of owning not more than three percent (3%) of the issued and outstanding equity securities of the relevant issuer so long as you is not an affiliate of such issuer), contractor or agent for any person, firm or corporation that directly competes with the business of the Company or its subsidiaries.

10. You understand and agree that the covenants set forth in Sections 7, 8 and 9 (the "Restrictive Covenants") are reasonable in scope and have been agreed to by you in connection with the benefits to be received by you hereunder. You further acknowledge that the scope of the business of the Company and its subsidiaries is independent of location (such that it is not practical to limit the restrictions contained in the Restrictive Covenants to a specified county, city, or part thereof) and that, accordingly, the geographical restriction contained in the Restrictive Covenants is reasonable in all respects and necessary to protect the goodwill and confidential information and work product of the business of the Company and its subsidiaries and that, without such protection, the customer and client relations of the Company and its subsidiaries and competitive advantage of the Company and its subsidiaries would be materially adversely affected. It is specifically recognized by you that the Company and its subsidiaries have a protectable interest in prohibiting you from competing with the

Company and its subsidiaries as provided in the Restrictive Covenants, and that money damages are insufficient to protect such interests, and that the Company would not enter into this agreement without the restrictions contained in the Restrictive Covenants. You further acknowledge that the restrictions contained in the Restrictive Covenants do not impose an undue hardship on you and, since you have general business skills which may be used in industries other than the business of the Company or its subsidiaries, do not deprive you of your livelihood. You agree that the Restrictive Covenants shall be construed as agreements independent of any other provisions of this Agreement and shall survive any order of a court of competent jurisdiction terminating any other provisions of this agreement.

11. The parties agree that to the extent any provision or portion of the Restrictive Covenants shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law, and further agree that if any part of the Restrictive Covenants shall be so found or deemed unreasonable, unlawful or unenforceable, such unenforceability shall not affect the remaining portions of the Restrictive Covenants, which shall be fully enforced; and the parties do further agree that any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize, require and empower any court of competent jurisdiction to, enforce any such provision or portion thereof in order that any such provision or portion thereof shall be enforced to the fullest extent permitted by applicable law.

12. As the violation by you of the Restrictive Covenants would cause irreparable harm which cannot be adequately compensated in damages to the Company due to, among other things, the knowledge by you of trade secrets and proprietary information of the business of the Company and its subsidiaries, and there is no adequate remedy at law for such violation, the Company shall have the right in addition to any other remedies available, at law or in equity, to injunctive or other equitable relief to restrain you from violating such provisions (without any requirement to post a bond or other security). You hereby waive any and all defenses you may have on the ground of lack of competence of the court to grant an injunction or other equitable relief. The existence of this right shall not preclude any other rights and remedies at law or in equity which the Company may have.

13. All notices, demands or other communications to be given or delivered under or by reason of this agreement shall be in writing and shall be deemed to have been properly served if delivered personally, by courier, or by certified or registered mail, return receipt requested and first class postage prepaid, in case of notice to the Company, to the attention of the Chief Executive Officer (with a copy to the General Counsel) and in the case of notices to you to your office or residence address, or such other addresses as the recipient party has specified by prior written notice to the sending party. All such notices and communications shall be deemed received upon the actual delivery thereof in accordance with the foregoing.

14. You may not assign or delegate this agreement or any of your rights or obligations hereunder without the prior written consent of the Company. All references in this agreement to practices or policies of the Company are references to such practices or policies as may be in effect from time to time.

15. This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous arrangements relating thereto, as well as any previous arrangements relating to employment between you and any of the Company's affiliates, (b) may be signed in counterparts, (c) shall be governed by the laws of the State of Massachusetts (other than the conflicts of laws provisions thereof) and (d) may not be amended, terminated, extended or waived orally.

Please understand that while it is our hope that our relationship will be a long one, your employment will strictly be on at "at will" basis. Nothing in this letter should be construed as creating any other type of employment relationship.

Please sign the additional originally executed copy of this letter in the space provided for your signature below to indicate your acceptance and agreement with the terms of this letter agreement and return one fully executed original to me.

Very truly yours,

MONSTER WORLDWIDE, INC.

By: 

Name: Erin Barriere

Title: VP, Human Resources, Technology

Accepted and agreed

 3/15/07

Darko Dejanovic

Exhibit C

Confidentiality/Non-Solicitation Agreement

As a material inducement to my employment by Monster Worldwide, Inc. (formerly known as TMP Worldwide Inc.) or one of its affiliates (collectively, "MNSTR"), I hereby agree as follows:


1. **Confidentiality.** During the course of my employment with MNSTR I have had and/or will have access to trade secret, proprietary and confidential information relating to MNSTR and its clients, including but not limited to marketing data, financial information, client lists (including without limitation Rolodex type or computer based compilations maintained by MNSTR or me), details of MNSTR or client programs and methods, pricing policies, strategies, profit margins and software. During the course of my employment and thereafter, I will keep secret and retain in strictest confidence all of such trade secret, proprietary and confidential information, and will not disclose, disseminate or use such information to my own advantage or for the advantage of any party other than MNSTR.

2. **Non-solicitation.** For a period of one year after the last day of my employment with MNSTR:
 - (a) I will not, directly or indirectly, call on, solicit, perform services for, interfere with or endeavor to entice away from MNSTR any client to whom MNSTR provided services at any time during the 12 months preceding the last day of my employment with MNSTR, or any prospective client to whom MNSTR had made a presentation at any time during the 12 months preceding the last day of my employment with MNSTR; and

 - (b) I will not, directly or indirectly, hire, attempt to hire, solicit for employment or encourage the departure of any employee of MNSTR or any individual who was employed by MNSTR at any time during the 12 months preceding the last day of my employment with MNSTR.

3. **General.** During the term of my employment with MNSTR, I will not directly or indirectly become employed by or render any services to any competitor of MNSTR. I acknowledge that in the event I violate any provisions of this agreement in addition to its other rights and remedies, MNSTR shall be entitled to injunctive relief without the necessity of proving actual damages. I further acknowledge that (i) the provisions of this agreement, including but not limited to the provisions of 1 and 2 above, shall remain in effect in accordance with their terms even after the termination of my employment with MNSTR, regardless of whether any such termination is voluntary or involuntary, and (ii) if any provision of this agreement is held to be unenforceable, the court or arbitrator making such holding shall have the power to modify such provision and in its modified form such provisions shall be enforced.

This agreement does not restrict me from working for any competitor of MNSTR or any other firm at any time after my last day of employment with MNSTR, subject to my compliance with 1 and 2 above.



Signature

4/17/07
Date Signed

Print Name: DEJANNA C

Exhibit D

MONSTER WORLDWIDE, INC.

RESTRICTED STOCK AGREEMENT

THIS RESTRICTED STOCK AGREEMENT (the "Agreement") is made, effective as of October 28, 2008 (the "Grant Date"), by and between MONSTER WORLDWIDE, INC., a Delaware corporation (hereinafter called the "Company"), and Darko Dejanovic (hereinafter called the "Participant").

W I T N E S S E T H:

WHEREAS, the Committee desires to award to the Participant pursuant to the Company's 2008 Equity Incentive Plan, as amended (the "Plan"), shares of Common Stock upon such terms and subject to such forfeiture and other conditions as set forth in this Agreement (the "Restricted Stock").

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of the Restricted Stock. Subject to the terms and conditions of the Plan and this Agreement, the Participant is awarded as Restricted Stock 150,000 shares of Common Stock for a purchase price of zero (\$0.00). The Restricted Stock shall vest and become nonforfeitable, if at all, in accordance with **Section 2** hereof.

2. Vesting.

(a) Subject to the Participant's continuous employment by the Company and its Affiliates in the position of Executive Vice President, Global Chief Information Officer and Head of Product (or in an alternative position with the Company, as determined by the Chief Executive Officer in his or her sole discretion and subject to approval by the Compensation Committee (an "Alternative Position")) and compliance with the Non-Compete Agreement (as defined below), the Restricted Stock granted to the Participant shall vest and become nonforfeitable as to the percentage of the Restricted Stock indicated below on the dates specified below (each a "Restricted Stock Vesting Date"). The unvested shares of Restricted Stock granted pursuant to this Agreement shall automatically terminate and be forfeited (without any action by any party hereto) on the sooner of (x) the date on which the Participant's employment is terminated and (y) the date on which the Participant ceases to serve in the position of Executive Vice President, Global Chief Information Officer and Head of Product or in an Alternative Position.

Date	Percentage of Restricted Stock Becoming Vested
The Fair Market Value per share of the Company's Common Stock is at least \$21 for 15 trading days over a 30-day trading period	33 1/3%
The Fair Market Value per share of the Company's Common Stock is at least \$28 for 15 trading days over a 30-day trading period	33 1/3%
The Fair Market Value per share of the Company's Common Stock is at least \$35 for 15 trading days over a 30-day trading period	33 1/3%

To the extent that the Restricted Stock has not vested and become nonforfeitable prior to the date that is the five-year anniversary of the Grant Date, the unvested shares of Restricted Stock shall terminate and be forfeited as of such date, without any further consideration to the Participant.

In the event the above vesting schedule results in the vesting of any fractional share of Common Stock, such fractional share of Common Stock shall not be deemed vested hereunder but shall vest and become nonforfeitable when such fractional share of Common Stock aggregates a whole share of Common Stock.

(b) Notwithstanding the foregoing, if because of the Participant's death or Disability the Participant's employment terminates or the Participant ceases to serve in the position of Executive Vice President, Global Chief Information Officer and Head of Product or an Alternative Position, then the unvested Restricted Stock, to the extent not previously forfeited, shall immediately become fully vested.

(c) Notwithstanding any other provision of this Agreement to the contrary, in the event that a Change in Control shall occur prior to the date that all of the Restricted Stock is vested, then to the extent not previously forfeited all of the unvested Restricted Stock shall vest effective upon the Change in Control. In the event that a Change in Control occurs on a date prior to the date that a Participant is determined to be Disabled for purposes of the Plan and this Agreement, but the Committee, in its sole determination, expects the Participant to be Disabled at the end of the 9-month period referred to in **Section 3** of this Agreement, then all of the unvested Restricted Stock of such Participant, to the extent not previously forfeited, shall vest upon the date of the Change in Control.

(d) In the event that any calendar date on which vesting is purportedly scheduled pursuant to the terms of **Section 2** is not a Business Day, the vesting shall automatically be delayed until the first Business Day following that calendar date. "Business

Day” means a date on which commercial banks in New York, New York are open for general business.

3. Certain Definitions. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. The following term shall have the following meaning:

“Disability” or “Disabled” means, notwithstanding any definition in the Plan, that, in the determination of the Committee, the Participant is both (i) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than 12 months and (ii) (x) in case the Participant is eligible for the long term disability program offered to United States-based employees by the Company or its Affiliates, the Participant has actually received long term disability benefits for no less than 9 months or (y) in case the Participant is not eligible for such long term disability program solely by virtue of not having been based in the United States, the Participant would have been eligible to receive long term disability benefits for no less than 9 months but for the Participant not being based in the United States. For purposes of **Section 2(b)** above, it is understood that the Disability shall be deemed to be incurred on the last day of the 9-month period contemplated in clause (ii) of the immediately preceding sentence. In the event the Participant has met the condition set forth in clause (i) of the first sentence of this definition but does not satisfy the condition set forth in clause (ii) of this definition solely by reason of the Participant’s death, then the provisions of such clause (ii) shall be deemed to have been satisfied and for purposes of **Section 2(b)** above the Disability shall be deemed to be incurred on the date of such death.

4. Delivery of Restricted Stock. The Restricted Stock hereby awarded shall be maintained in “book-entry” form, registered in the Participant’s name on the stock transfer books of the Company, and no actual certificates therefore shall be delivered by the Company. As a condition to the receipt of the Restricted Stock, the Participant is required to open an account with the third party administering the Company’s equity awards programs (currently Charles Schwab) (the “Administrator”), and as and to the extent such Restricted Stock shall vest pursuant to **Section 2**, the Company shall cause the shares of vested Restricted Stock (net of any shares required to be withheld) to be credited to the Participant’s account with the Administrator. The Participant shall be the record owner of the Restricted Stock until such Restricted Stock is forfeited pursuant to **Section 2** hereof. As record owner, the Participant shall be entitled to all rights of a holder of the Common Stock, except that (1) any and all shares of Common Stock received by the Participant with respect to the unvested Restricted Stock as a result of a stock dividend, stock split, spin-off, split-off, recapitalization, capital reorganization, reclassification of shares of Common Stock, merger or consolidation shall be deemed to be Restricted Stock subject to all of the provisions of this Agreement and shall vest at the same time as the Restricted Stock giving rise to such additional shares received, and (2) until the Restricted Stock Vesting Date, the Restricted Stock shall be subject to the limitations on transfer set forth in the Plan and **Section 10** of this Agreement, and the Company may so limit transfers of the Restricted Stock on its books. The Participant agrees to take such action and execute such instruments which the Company or the Administrator may deem necessary or advisable to accept, maintain, receive or transfer the Restricted Stock in accordance with the Plan and this Agreement.

5. No Employment Rights; Termination of Employment. Nothing in this Agreement shall give the Participant any right to continue in the employment of the Company or any of its Affiliates or to interfere in any way with the right of the Company or any of its Affiliates to terminate the employment of the Participant. For purposes of this Agreement, a Participant's continued employment shall not be deemed terminated solely by virtue of the Participant's voluntary cessation of employment in circumstances that the Committee determines are reasonably likely to result in a Disability for so long as the Committee determines that the Participant continues to satisfy the conditions that would ultimately lead to the Committee's determination that the Participant has incurred a Disability.

6. Plan Provisions. The provisions of the Plan shall govern, and if or to the extent that there are inconsistencies between those provisions and the provisions hereof, the provisions of the Plan shall govern. The Participant acknowledges receipt of a copy of the Plan prior to the execution of this Agreement.

7. Withholding. In the event that prior to any vesting date the Participant has not provided the Company with notice (which may be by written notice or by an election made via the website operated by the Administrator) (the "Payment Notice") at least five (5) Business Days prior to that vesting date to the effect that the Participant will provide the Company payment of the amount, if any, deemed necessary by the Company in its reasonable discretion to enable the Company and its Affiliates to satisfy the minimum federal, foreign or other tax withholding or similar obligations of the Company and its Affiliates with respect to the shares of Common Stock vesting on such vesting date or in the event the Participant provides the Payment Notice but does not deliver payment of the appropriate amount to the Company, then the Company shall satisfy the minimum federal, foreign or other tax withholding or similar obligation of the Company and its Affiliates with respect to such vesting by withholding the number of whole shares of Common Stock (on and valued as of the vesting date) sufficient to satisfy such minimum withholding and other obligations.

8. Notices. All notices or other communications to be given or delivered in connection with this Agreement shall be either in electronic format or in writing and shall be deemed to have been properly served if delivered electronically, personally, by courier, or by certified or registered mail, return receipt requested and first class postage prepaid, in the case of notices to the Company, to the attention of Director of Human Resources, at the Company's offices at 5 Clock Tower Place, Suite 500, Maynard, MA 01754 and in the case of notices to the Participant, to the Participant's last known address (as noted in the Participant's personnel file) or such other addresses (including any electronic mail addresses) as the recipient party has specified by prior written notice to the sending party. All such notices and communications shall be deemed received upon the actual delivery thereof in accordance with the foregoing.

9. Binding Effect; Headings. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The subject headings of Sections are included for the purpose of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

10. Non-Assignability, Etc. The Restricted Stock may not be assigned, alienated, pledged, attached, hypothecated, sold or otherwise transferred or encumbered by the Participant

and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance of the Restricted Stock shall be void and unenforceable against the Company.


11. Securities Laws; Insider Trading. The Committee may from time to time impose any conditions on the Restricted Stock as it deems necessary or advisable to ensure that the Plan, this Agreement and the issuance and resale of any securities comply with all applicable securities laws, including without limitation Rule 16b-3 under the Exchange Act and the Securities Act of 1933, as amended (the "Securities Act"). Such conditions may include, among other things, the requirement that certificates for shares of Common Stock to be issued to the Participant hereunder contain a restrictive legend in such form and substance as may be determined by the Committee. Without limiting the foregoing, it is understood that Affiliates of the Company may resell Common Stock only pursuant to an effective registration statement under the Securities Act, pursuant to Rule 144 under the Securities Act, or pursuant to another exemption from registration under the Securities Act. The Participant understands and agrees that any and all transactions involving shares of Common Stock or other securities of the Company must comply with applicable laws, rules, regulations and policies, including but not limited to the Company's policy regarding insider trading, which policy, among other things, prohibits transactions involving shares of Common Stock or other securities of the Company by individuals who have material non-public information relating to the Company.

12. General. This Agreement shall become valid and binding on the parties, effective as of the Grant Date, after both of the following have occurred: (a) the Participant has executed the Agreement and (b) the Participant has executed the Non-Competition, Non-Solicitation, Confidential Information and Intellectual Property Assignment Agreement in the form attached hereto as Exhibit A (the "Non-Compete Agreement"). If both (a) and (b) are not satisfied within ninety (90) days of the Grant Date, the Restricted Stock granted pursuant to this Agreement shall be forfeited. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (other than the conflict of laws provisions thereof). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and controls and supersedes any prior understandings, agreements or representations by or between the parties, written or oral with respect to its subject matter, including but not limited to the provisions of any and all employment agreements and offer letters (such as terms providing for acceleration or other enhancement to restricted stock or other equity interests in the event of the occurrence of specified events), except and only to the extent of any rights of the Company or its Affiliates relating to Section 280G of the Internal Revenue Code of 1986, as amended, and may not be modified except by written instrument executed by the parties. The Participant has not relied on any representation not set forth in this Agreement.

13. Amendment or Modification; Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed on behalf of the Company (as authorized by the Committee) and the Participant; provided that the Agreement may be unilaterally amended by the Company without Participant consent to conform the Agreement to any changes required by the Administrator or as a result of the change of Administrator.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MONSTER WORLDWIDE, INC.

By: 
Name: Salvatore Iannuzzi
Title: Chairman, President and Chief Executive Officer

EXECUTIVE:

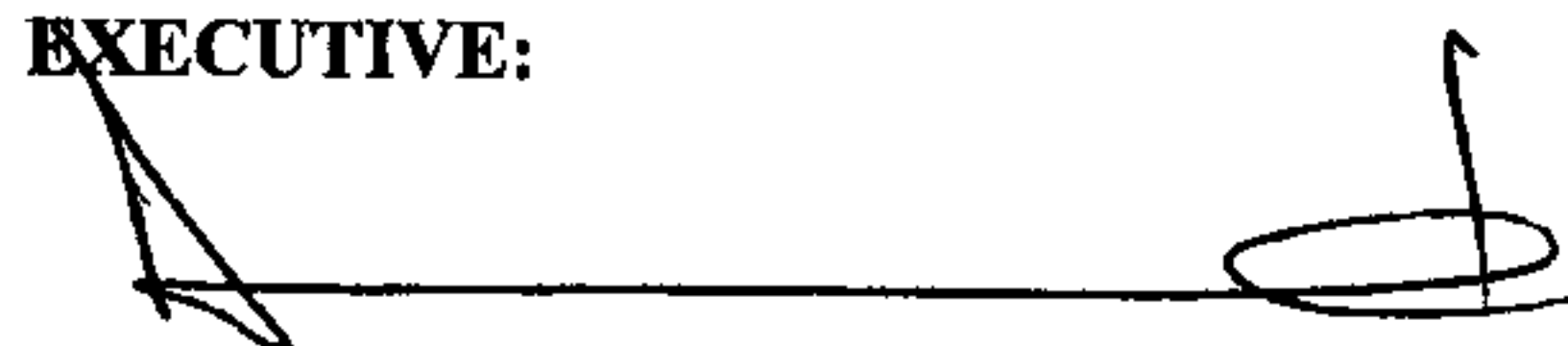

Darko Dejanovic

EXHIBIT A

**Non-Competition, Non-Solicitation, Confidential Information and Intellectual Property
Assignment Agreement**

**NON-COMPETITION, NON-SOLICITATION, CONFIDENTIAL INFORMATION AND
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Non-Competition, Non-Solicitation, Confidential Information and Intellectual Property Assignment Agreement ("Agreement") is entered into as of the 28th day of October, 2008 ("Effective Date") by and between MONSTER WORLDWIDE, INC., a Delaware corporation, its parents, subsidiaries, affiliates, successors and assigns (collectively, "the Company"), and DARKO DEJANOVIC, ("Executive") (together "the parties").

WITNESSETH:

WHEREAS, Executive is employed by the Company, and has been offered the opportunity to receive certain benefits under the Company's 2008 Equity Incentive Plan (the "Plan"); and

WHEREAS, the Company and Executive have agreed that execution of this Agreement is a condition of Executive's (x) receipt of restricted stock, on or about the date hereof, that has substantial value and (y) continued employment with the Company; and

WHEREAS, the parties have agreed that Executive will necessarily have access to the Company's Confidential Information, as hereinafter defined, and that the Company would be irreparably damaged if Executive ever used this Confidential Information to the detriment of the Company; and

WHEREAS, the parties desire to set forth herein conditions under which Executive shall have access to such Confidential Information and the limitations to be placed upon Executive during his/her employment and subsequent to termination of the employment relationship.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and Executive's employment by the Company and eligibility for benefits under the Plan, and intending to be legally bound thereby, the Company and Executive agree as follows:

Section 1. Confidential Information. Executive acknowledges and agrees that all information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public, including but not limited to the identity of the clients, customers, suppliers, employees and consultants of the Company, all information concerning the projects, products, program and marketing plans of the Company, and all pricing and cost information, financial information, methodologies, know-how, processes, practices, approaches, projections, forecasts, formats, systems, data gathering methods and/or strategies of the Company, irrespective of whether such information constitutes a trade secret under any applicable law, (collectively, "Confidential Information") is and will be the exclusive property of the Company. Except in the good faith performance of Executive's duties as an employee of the Company, Executive shall not at any time while employed by the Company, or any time thereafter, without the prior express written consent of the Company, directly or indirectly divulge, disclose, use or make available or accessible any Confidential Information to any person, firm, partnership, corporation, trust or any other entity or third party. In addition, Executive shall not create any derivative work or other product based on or resulting from any Confidential Information (except in the good faith

performance of his/her duties as an employee of the Company). Executive recognizes that all of the documents and other tangible items which contain any of the Company's Confidential Information are the Company's property exclusively, including those documents and items which Executive may have developed or contributed to developing while in the Company's employ, whether or not developed during regular working hours or on the Company's premises.

Executive shall not take any action (or engage in any omission) that would reduce the value of the Confidential Information to the Company. Executive shall return to the Company's designee, no later than the effective date of the termination of his/her employment with the Company for any reason, and without retaining any copies, all property of the Company, including but not limited to all notes or excerpts thereof, memoranda, computer disks or other media, computer programs, diaries, notes, records, data, customer or client lists, marketing plans and strategies, and any other documents consisting of or containing Confidential Information, that is in Executive's actual or constructive possession or which is subject to his/her control at such time.

Section 2. Intellectual Property/Assignment of Inventions. Executive acknowledges and agrees that all ideas, inventions, copyrightable or patentable works, improvements, innovations, techniques, designs, methods, developments, products, services, technologies, writings, discoveries and the like (hereafter "Intellectual Property") that Executive makes, conceives, reduces to practice or develops, in whole or in part, either alone or jointly with others, during Executive's employment with the Company or with the use of any of the Company resources, or which arise out of or relate to Executive's employment with the Company, shall be considered "works made for hire" and shall be the sole property of the Company to the maximum extent permitted by law and that the Company shall be the sole owner of all rights in connection therewith. Executive shall promptly and fully disclose all such Intellectual Property to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all right, title and interest therein (including rights under patent, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

Executive acknowledges that he or she has conveyed and assigned, and hereby does convey and assign, to the Company (or, at the Company's request, any of its subsidiaries), for good and sufficient consideration, the entire right, title and interest, including any and all copyright, trademark and patent rights therein or relating thereto, in and to any Intellectual Property, whether or not patentable or copyrightable, that Executive made, conceived, or reduced to practice, either solely or jointly with others, during the period of Executive's employment prior to the date hereof.

Executive further agrees to, at the Company's request and expense (but without additional compensation to the Executive), assist the Company or its designee in obtaining any patents and copyrights relating to any Intellectual Property described above and shall execute all documents and do all things necessary to obtain patents, copyrights, trademarks and trade names or to otherwise vest the Company with full and exclusive title thereto, and protect the same against infringement by others. If the Company is unable for any reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and

attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

Section 3. Non-Competition. Executive acknowledges and recognizes the highly competitive nature of the Business of the Company, the valuable Confidential Information to which Executive has had and will continue to have access, and the customer goodwill associated with the ongoing Business of the Company. Accordingly, Executive agrees that during the period Executive is employed by the Company and for a period of twelve (12) months following the termination of Executive's employment for any reason, Executive will not, anywhere in the world, directly or indirectly, alone or in conjunction with any other person or entity: (i) engage in any business for Executive's own account that competes with the Business of the Company; (ii) enter the employ of, or render any services, whether as employee, consultant, independent contractor or otherwise, to any person or entity engaged in any business that competes with the Business of the Company; or (iii) acquire a financial interest in, or otherwise become involved with, any person or entity engaged in any business that competes with the Business of the Company, as an individual, partner, shareholder, officer, director, principal, agent, trustee, or consultant.

For purposes of this Agreement, "Business" means any entity (which term "entity" shall for purposes of this Agreement include any subsidiaries, parent entities or other affiliates thereof) that engages in a business that (i) connects employers and people searching for career opportunities using the Internet; (ii) offers online recruitment advertising and/or job posting targeted to careers or vocations; or (iii) provides software or automation which is specifically and primarily designed for use in and specifically and primarily marketed to businesses engaged in an activity listed in (i) or (ii), above.

Executive represents to the Company that the restrictions contained in this Agreement, including but not limited to this Section 3, are critical and necessary to protect the Company's legitimate business interests and good will (including the protection of its Confidential Information); are reasonably drawn to this end as to duration, place, and scope; are not unduly burdensome; are not injurious to the public interest; are supported by adequate consideration; and that his/her agreement to abide by such restrictions is made in order to induce the Company to offer Executive certain compensation and other benefits under the Plan. Notwithstanding anything to the contrary in this Agreement, Executive may directly or indirectly own, solely as a passive investment, securities of any person that competes with or is engaged in a business similar to the Business of the Company that are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such person.

Section 4. Client Non-Solicitation. During the period Executive is employed by the Company and for a period of twelve (12) months following the termination of Executive's employment for any reason, Executive agrees that he/she will not, directly or indirectly: (i) call on, solicit, or perform services for any client to whom the Company provided services at any time during the twelve (12) months immediately prior to Executive's termination of employment with the Company or any prospective client to whom the Company had made a presentation at any time during the twelve (12) months immediately prior to Executive's termination of

employment with the Company, for purposes related to competing with the Business of the Company; (ii) otherwise interfere with or attempt to interfere with business relationships established between the Company and its clients or prospective clients; or (iii) assist or encourage any other person in carrying out the foregoing.

Section 5. Employee Non-Solicitation. During the period of time Executive continues to be employed by the Company, and for a period of twelve (12) months following the termination of Executive's employment for any reason, Executive agrees that he/she will not (directly or indirectly, for himself or on behalf of or in conjunction with any other person, company, partnership, corporation, business, group or other entity) employ, hire, solicit, recruit or assist in the solicitation or recruitment of any person who is then employed or engaged as an employee, consultant, or independent contractor by the Company or encourage any employee, consultant or independent contractor of the Company to leave the employment of or cease to perform services for the Company.

Section 6. Non-Disparagement. Executive agrees that he/she will not at any time, whether orally or in writing, make any false, defamatory or disparaging statements about the Company, the officers or directors of the Company, or its Business, products or services, that are reasonably likely to cause damage to the Company or the officers or directors of the Company. Nothing in this Section shall limit the ability of the Executive to provide truthful testimony as required by law or any judicial or administrative process.

Section 7. Cooperation Following Employment. Employee agrees to cooperate with the Company following the termination of Executive's employment for any reason by making himself/herself reasonably available to testify on behalf of the Company in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist the Company in any such action, suit, or proceeding, by providing information and meeting and consulting with the Company's representatives or counsel as requested; provided, however that such cooperation or participation does not materially interfere with Executive's then current professional activities. The Company agrees to reimburse Executive, on an after-tax basis, for all expenses actually incurred in connection with his/her provision of testimony or assistance.

Section 8. Forfeiture of Severance and Other Payments in Event of Breach. Executive acknowledges and agrees that no severance, awards or other payments to Executive pursuant to any agreement with or plan, program, policy or practice of the Company, including but not limited to any employment agreement or restricted stock agreement between Executive and the Company, shall be due or payable to Executive on or following the date that Executive first breaches any provision(s) of this Agreement. Executive acknowledges and agrees that the rights and remedies of the Company under this Section 8 shall be in addition to, and shall in no way limit, any and all other rights remedies to which the Company is entitled under applicable law.

Section 9. Equitable Relief and Attorney's Fees. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and cause irreparable harm, and, in recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond (to the extent permitted by applicable

law), shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary, preliminary or permanent injunction or any other equitable remedy which may then be available. If the Company establishes that Executive has breached this Agreement, the Company shall be entitled to receive from Executive its reasonable attorney's fees and costs incurred as a result of its seeking to enforce this Agreement.

Section 10. Court Modification. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Agreement to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time period or geographic scope or any other restriction contained in this Agreement is invalid or unenforceable for any reason, the provisions of this Agreement shall not be rendered void but shall be deemed reformed or modified only to the extent necessary to render them valid and enforceable in all respects. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

Section 11. Tolling During Periods of Breach. Executive acknowledges and agrees that Executive's obligations under Sections 3, 4 and 5 shall be tolled during any period that Executive is in breach of any of the obligations under Sections 3, 4 and 5, so that the Company is provided with the full benefit of the restrictive periods set forth therein.

Section 12. Miscellaneous.

(a) **Severability.** If any provision of this Agreement as applied to any other provision of this Agreement or to any circumstance is adjudged by a court to be invalid or unenforceable, that provision will in no way affect any other provision of this Agreement, the application of that provision under any other circumstance, or the validity or enforceability of this Agreement.

(b) **Independence of Covenants.** The restrictive covenants and other obligations on the part of Executive set forth in this Agreement shall be construed independent of any other agreement which the Company and Executive may have, and the existence of any claim or cause of action by Executive against the Company, whether predicated upon a provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any covenant or restriction in this Agreement.

(c) **Survival of Covenants.** The restrictive covenants and other obligations set forth in this Agreement shall survive any change in Executive's compensation, position, title, and duties and/or the termination of Executive's employment.

(d) **No Arbitration of Claims.** Notwithstanding the terms of any agreement between Executive and the Company to the contrary, neither Executive nor the Company shall have the right to compel resolution of any claim arising under this Agreement through arbitration or any other non-judicial process.

(e) **Governing Law.** This Agreement shall be governed by and construed under the substantive laws of the State of New York, without regard to the choice of law

principles of any forum. Notwithstanding the location of Executive's employment for the Company, be it within or without the State of New York, all actions or proceedings arising under or related to this Agreement must be exclusively brought in the state or federal courts serving New York County, New York. Each party, to the fullest extent permitted by applicable law, hereby (i) irrevocably accepts and submits to the exclusive jurisdiction of such Courts (and of the appropriate appellate courts therefrom), generally and unconditionally, with respect to any such action, suit or proceeding, and (ii) waives any objection which he/she/it may now or hereafter have based on personal jurisdiction or to the laying of venue of any such action, suit or proceeding therein and agrees not to plead or claim that such action, suit or proceeding has been brought in an inconvenient forum.

(f) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(g) Assignment. This Agreement shall not be assignable by Executive. The Company may assign, and Executive specifically agrees that the Company may assign, this Agreement to any party, including but not limited to any company that is a successor-in-interest to substantially all of the business operations of the Company or any financial institution(s) providing the Company's senior credit facility. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of the assignee of the Company.

(h) Other Agreements. This Agreement shall be in addition to any obligations undertaken by Executive in any other agreements between the Company and Executive, which shall remain in full force and effect according to their terms, except that in the case of a conflict between the terms of any other agreement and this Agreement, this Agreement shall supersede such conflicting term(s) and shall control. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall not apply to the Executive if the Executive is bound, as of the date hereof, by an employment agreement with the Company containing provisions with respect to non-competition, non-solicitation and the protection of confidential and proprietary information and intellectual property of the Company that have a duration of twelve (12) or more months following the termination of Executive's employment. This Agreement may be amended only by a writing signed by each of the parties hereto.

(i) Acknowledgements. Executive acknowledges that he/she has carefully reviewed this Agreement, that he/she has had an opportunity to consult with counsel of his/her choice, that he/she has entered into this Agreement freely and voluntarily and without reliance on any promises not expressly contained herein, that he/she has been afforded an adequate time to review carefully the terms hereof, and that this Agreement will not be deemed void or avoidable by claims of duress, deception, mistake of fact, or otherwise. The principle of construction whereby all ambiguities are to be construed against the drafter will not be employed in the interpretation of this Agreement.

Exhibit E



Writer's Direct Dial: 212.351.7064

Writer's Email: andrew.burchill@monster.com

September 14, 2011

VIA EMAIL (darko_dejanovic@yahoo.com)

Mr. Darko Dejanovic
901 Brickell Key Blvd., Apt. 3408
Miami, FL 33131

Re: Consent to Solicit Michael Brier

Dear Darko:

Following up on your previous conversation with Sal Iannuzzi, Monster Worldwide is happy to consent to you soliciting Michael Brier for employment with The Active Network, Inc., and to Active Network hiring him subsequent to September 30, 2011, subject to his discharge of his professional responsibilities to Monster Worldwide as an employee and his adherence to Monster Worldwide's Code of Business Conduct and Ethics through September 30, 2011. Subject to those conditions, this consent relieves you from all employee non-solicitation and non-hire restrictions you owe to Monster Worldwide with respect to Michael Brier, including the restrictions contained in Section 5 of the Non-Competition, Non-Solicitation, Confidential Information and Intellectual Property Assignment Agreement dated October 28, 2008.

This letter does not amend or waive any agreement or provision except as specifically stated herein with respect to Monster Worldwide's consent to the solicitation and hiring of Michael Brier.

Should you have any questions regarding this consent, please feel free to contact me at (212) 351-7064. Thank you.

Very truly yours,

Andrew S. Burchill
SVP, Deputy General Counsel

cc: Mr. Salvatore Iannuzzi (via email)
Ms. Lise Poulos (via email)