

EMPLOYMENT & NON-DISCLOSURE AGREEMENT

A. Intending to be legally bound, I, _____, hereby accept the obligations contained in this Agreement with Panum Telecom LLC dba Panum Group, LLC (“Panum”) in consideration of being granted conditional access to confidential and non-public information of Panum and its clients. For purposes of this Agreement, “confidential or non-public information,” is defined as information generated by or in the possession of Panum and its clients that is commercially valuable, trade secret, market sensitive, proprietary, related to a matter of Panum and its clients, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed confidential or non-public by a Panum Officer or a designee thereof, and is not otherwise available to the public. This definition applies to confidential or non-public information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. For purposes of this Agreement, examples of confidential or non-public information include corporate financial data provided to the Panum and its clients that has not been made public.

B. I acknowledge that any conditional access to confidential and non-public information of Panum and its clients granted to me is for the sole purpose of performing obligations under my internship and/or employment with Panum. This Agreement does not grant me access to information or materials that Panum, in its sole discretion, determines is inappropriate for disclosure.

C. If there is doubt as to whether a document or information is confidential or non-public, or whether a proposed recipient of a document or information is an unauthorized person, I shall request clarification from the Panum Officer or a designee thereof.

D. I acknowledge that disclosure of confidential or non-public information in violation of this agreement could subject me to administrative, civil, or criminal action, as appropriate, under the laws and regulations applicable to the information involved. Violation of this Agreement may also constitute a ground for termination of employment with Panum and/or its Government clients, and/or suspension and debarment from receiving future federal contracts. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in violation of this Agreement.

E. I hereby agree to assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any personal business transaction inconsistent with the terms of this Agreement or any disclosure, publication, or revelation of confidential or non-public information inconsistent with the terms of this Agreement.

F. I hereby agree to disclose and assign to Panum, its successors and assigns, all discoveries, inventions and improvements heretofore or hereafter made by me alone or jointly with others, during the period of my employment with Panum, which relate to the then current or planned business of Panum or result from tasks assigned to me by Panum.

G. I further agree that, at any time requested by Panum, either during my employment or thereafter, and without charge to Panum but at its expense, I will assist Panum in every proper manner to obtain title, and to maintain and enforce, in any and all countries, rights and patents on all discoveries, inventions, or improvements to be assigned by me to Panum in accordance with this Agreement.

H. I further agree that I will not, while in the employ of Panum or at any time thereafter, disclose any information relating to Panum's business not made available by Panum to the public or in the public domain except as may be consistent with my duties as an employee, and that upon termination of my employment I will deliver to Panum all property and documents belonging to Panum or its customers and all data relating to Panum's business then in my custody, other than copies of such documents or data as may have theretofore been made available to the public, and will not alter/keep with me any drawings, documents, or reproduction of, confidential or secret information of any without the written consent of an authorized officer of Panum.

I. I understand that my employment may be terminated voluntarily by me or by Panum due to negligence of performance on my part, reduction-in-force, lay-off or any other reason not contained herein. If termination occurs due to any of the above reasons, a notice of two weeks shall be required. I agree that no further liability to Panum will arise from such termination.

J. In view of the unique and valuable services I will be expected to provide to Panum and the knowledge I will acquire of Panum's customers, trade secrets and intellectual property relating to Panum, its facilities, customers and its

suppliers, I agree that for a period of two years after the termination under provisions of clause I above, I will not, without the written permission of Panum, engage in any business which offers products and/or services competitive with Panum's then current and/or planned products and services. I may, however, accept employment opportunities with another company provided that I do not own more than 1% of the outstanding capital stock of the company. I agree that the provisions of this clause are fair in light of the work and services that I will provide to Panum and the compensation that I will receive.

K. I agree to fully indemnify Panum, its Officers, employees, stockholders or members of the Board of Directors from any and all claims, actions and causes of actions whatsoever which may result by a breach or an alleged breach of my representations contained herein.

L. Each provision of this Agreement is severable. If a court should hold any provision of this Agreement unenforceable, all other provisions shall remain in full force and effect.

M. I acknowledge that all conditions and obligations created by this Agreement apply during the performance of the underlying Panum Agreement and thereafter with respect to information that remains confidential or non-public.

Intern/Employee Name: _____

By:

Signature: _____

Date: _____

This Agreement was accepted by the undersigned on behalf of Panum Group, LLC as a prior condition of conditional access to confidential and non-public information.

Panum Officer or A Designee

Date