

EMPLOYMENT NON-DISCLOSURE, NON-COMPETITION AND IP  
ASSIGNMENT AGREEMENT

This Employment Non-Disclosure, Non-Competition and IP Assignment Agreement ("*Agreement*") is made and entered into by and between Clango, Inc. on behalf of itself, its affiliates and subsidiaries (collectively, the "*Company*"), located at 2107 Wilson Boulevard, Suite 850, Arlington, Virginia 22201 and \_\_\_\_\_ (the "*Employee*") whose principle place of residence is located at \_\_\_\_\_

Recitals

WHEREAS, the Company desires to employ the Employee, to assist in the successful operation of the Company's business; and

WHEREAS, the Employee desires to be employed by the Company and will abide by all terms and conditions of this Agreement as a condition of such employment.

Agreement

1. Employment. Employee agrees to be employed by the Company in such capacity as designated by the Company until the employment is terminated as provided herein. Employee shall represent only the Company. Employee will observe all Company policies and procedures and act in accordance with directions from the Company (including Employee's direct supervisors and/or managers). Employee shall devote his entire working time and best efforts to the successful operation of Company's business and shall, at all times, act so as to reflect favorably upon the Company. Company agrees to compensate and provide benefits to Employee at such rates and methods as Company shall, in its own discretion, establish from time to time.
2. Acknowledgement of Confidentiality. Employee acknowledges that Company's business and services are highly specialized and Employee will thereby be privy to certain "*Confidential Information*" during the term of Employee's employment with the Company (the "*Employment Term*"). Employee acknowledges that Confidential Information shall include, but is not limited to, the identity and needs of Company's customers and suppliers; documents and information regarding Company's customers, suppliers, services, methods of operation, sales, pricing and costs; Company's present or future business methods, trade secrets, technologies, product features, finances, legal matters, marketing strategies, business plans or pricing. Further, the Employee agrees that any Developments (defined below) shall be Confidential Information subject to this Agreement.
3. Covenant against Disclosure of Confidential Information. During and after the Employment Term, Employee shall not, for any reason whatsoever, use for any purpose or disclose to any person or entity any Confidential Information acquired during the course of employment with the Company. Employee shall not, directly or indirectly, copy, take or remove from the Company's premises any such Confidential Information of Company upon termination of employment. Upon termination of employment with the

Company, whether voluntary or involuntary, Employee shall return to the Company all of its property of which the Employee had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and other items which Employee acquired by virtue of employment. Employee shall also deliver to the Company any and all records, notebooks, software, disks, tapes and other storage media, documentation and other items relating to any research, experiment or invention which could result in an invention assignable to the Company.

4. Assignment of Intellectual Property Rights.

- (a) Any Developments made, conceived, discovered or reduced to practice by Employee, (whether alone or jointly with others), during the Employment Term shall immediately be assigned to, and shall become the sole and absolute property of, the Company and its assigns. For purposes of this Agreement, a "*Development*" shall mean any invention, modification, discovery design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever and any and all interest therein and benefits thereof (whether or not patentable or registerable under copyright or similar statutes or subject to analogous protections) that (i) relate to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith, (ii) results from tasks which Employee is responsible for performing during the course of employment with the Company or which may be used in relation therewith, or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company.
- (b) Employee shall promptly disclose to the Company (or any persons designated by it) any Development that Employee makes, conceives, discovers or reduces to practice (whether alone or jointly with others) during the Employment Term. Company shall keep all such disclosures in confidence.
- (c) Employee hereby assigns to the Company, its successors and assigns, without further compensation, any and all rights to Developments made, conceived, discovered or reduced to practice by Employee, (whether alone or jointly with others), during the Employment Term including, without limitation, any such rights arising during or related to my employment by the Company's predecessors. Employee agrees to communicate to the Company, without cost or delay, and without publishing the same, all available information relating to any such Development.
- (d) Set forth in Exhibit I (Excluded Developments) is a complete list and brief description of the inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulas, data, techniques, know-how, and other intellectual property made or conceived by Employee prior to commencement of the Employment Term. For the avoidance of doubt, the terms set forth in this Section 4 shall not apply to the Excluded Developments.

- (e) During the Employment Term and at any time thereafter, at the request and cost of the Company, Employee shall sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agent may reasonably require (i) to apply for, obtain and vest in the name of the Company (unless the Company otherwise directs) all letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.
- (f) In the event the Company is unable, after reasonable effort, to secure Employee's signature on any letters patent, copyright or other analogous protection relating to a Development, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letter patents, copyrights and other analogous protections thereon with the same legal force and effect as if executed by Employee.

5. Non-Solicitation of Customers. Employee agrees that during the Employment Term and for a period of twenty-four (24) months thereafter, Employee shall not directly or indirectly solicit, induce, or attempt to induce any Customer (a) to cease doing business in whole or in part with or through the Company; or (b) to do business with any other person, firm, partnership, corporation or other entity which performs services similar to Company. For purposes of this Agreement, a "Customer" shall mean any person or entity (i) that purchased goods or services from Company at any time during the twelve (12) month period prior to the end of the Employment Term; or (B) that the Employee was soliciting for business on behalf of the Company during the twelve (12) month period prior to the end of the Employment Term.

6. Non-Solicitation of Employees. Employee agrees that during the Employment Term and for a period of twenty-four (24) months thereafter, Employee shall not, on Employee's own behalf, or for any firm, partnership, corporation, or other entity, directly or indirectly, (a) hire, solicit, interfere with, or endeavor to cause any Employee of the Company to leave Company's employment; or (b) induce or attempt to induce any such Employee to breach such Employee's Employment Agreement with the Company.

7. At-Will Employee. Employee acknowledges that: (a) Employee is employed by the Company on an "at-will" basis, (b) either the Company or Employee may terminate Employee's employment with the Company at any time and for any reason (or for no reason), and (c) this Agreement does not create an obligation on the Company or any other person or entity to continue the Employee's employment with the Company. Employee further acknowledges that Company has not made any verbal or other commitments to Employee to suggest anything other than an at-will employment arrangement and that the at-will nature of Employee's employment with Company may

not be amended, modified or waived except by a fully executed written agreement between Employee and the Company.

8. Breach of Agreement. The Company may terminate Employee's employment at any time for breach of this Agreement. Employee agrees that any breach of this Agreement will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of Employee's obligations hereunder.

Consideration. Employee acknowledges that the wages paid by Company to Employee shall be the consideration for the promises contained in this Agreement. Employee has not been promised and shall not claim any additional or special payment for compliance with the covenants and agreements contained herein.

10. Assignment. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successor or assigns.
11. Survival. Employee's obligations under this Agreement shall survive the termination of Employee's employment regardless of the manner of such termination or the reason for such termination, and shall be binding upon Employee's heirs, executors, administrators and legal representatives.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the Company and Employee with respect to the subject matter hereof, and supersedes all prior representations and agreements with respect to the subject matter. Employee acknowledges that the type and periods of restriction imposed by this Agreement are fair and reasonable and are reasonably required for the protection of the Company and the goodwill associated with the business of the Company. This Agreement may not be amended, modified or waived except by a written instrument duly executed by the person against whom enforcement of such amendment, modification or waiver is sought.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. In the event of any court action to enforce any provision of this Agreement, the Company and Employee consent to the jurisdiction of the United States District Court for the State of Maryland and in any state court in the State of Maryland. Accordingly, with respect to any such court action, the Company and Employee (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to venue, personal jurisdiction or service of process.
14. Severability. Each paragraph and provision of this Agreement is severable from the contract and if one provision thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law. For the avoidance of doubt, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such

provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

15. Waiver. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date