

INTERN CONFIDENTIALITY AND INVENTIONS AGREEMENT

In consideration of my assignment as an intern ("Intern") with Panasonic Corporation of North America (the "Company"), or the continuance of such assignment in the event I already have been assigned to the Company at the time of execution of this Agreement, and of the experience offered by the Company through my internship in the course of such assignment, I agree, for myself and for my heirs, executors, administrators and representatives, as follows:

- 1. Confidential Information.** I understand that the Company and its parent, subsidiaries and affiliates (collectively, the "Panasonic Group") continually obtain and develop valuable proprietary and confidential information and data relating to the businesses, business relationships, properties and financial affairs of the Panasonic Group and third parties (collectively, the "Confidential Information") which may become known to me in connection with my internship. By way of illustration, but not limitation, Confidential Information may include inventions, trade secrets, technical and proprietary information, know-how, research and development activities, software (in all forms, including source or object code), engineering documents, prototypes, product and marketing plans, sales performance and profitability data, cost data, pricing and marketing practices, customer information, supplier data, proposal and contract terms, plans and projections, anticipated business, data bases, and problems relating to production, products, or services. I acknowledge that Confidential Information may be contained in various media, including, without limitation, patent applications, computer programs, flow charts and other program documentation, manuals, plans, drawings, designs, technical specifications, notebooks, supplier and customer lists, internal financial data and other documents and records of the Panasonic Group and third parties. I recognize that Confidential Information includes ways of doing business which may be generally known but whose use by the Panasonic Group is not generally known.
- 2. Non-Disclosure.** During the time of my internship with the Company and thereafter, I will not disclose, reveal, or transfer (directly or indirectly) any Confidential Information to any person or entity who is not specifically authorized by the Company to receive it (hereinafter "Disclose" such information), and I will only use the Confidential Information for the fulfillment of my assignments and responsibilities as an intern of the Company (hereinafter "Use" such information) and not for any other purpose. I will use my best efforts to safeguard the Confidential Information and protect it against disclosure, misuse, espionage, loss and theft. In the event the Company enters into confidentiality agreements which contain provisions different from and more restrictive than those set forth in this Agreement, I agree to comply with any such different and more restrictive provisions of which I am notified. I acknowledge that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain the exclusive property of the Panasonic Group or the third party providing such information to me or the Company.

3. **Exceptions.** My obligation to keep Confidential Information confidential does not apply to Confidential Information (i) approved for release by an authorized Company manager in writing, or (ii) that becomes generally available from public sources through no fault of my own. I understand that nothing contained in this Agreement is intended to prevent me from disclosing to the government any Confidential Information that I, in good faith, believe relates to improper or illegal activities by any business unit of the Panasonic Group. If I am legally required to disclose Confidential Information by law or pursuant to the order of a court or a governmental agency, I shall, unless legally prohibited, immediately notify the Company in writing of such disclosure. Such required disclosure shall not constitute a breach of this Agreement.
4. **Immunity from Liability for Confidential Disclosure of a Trade Secret.** I understand that, notwithstanding any other provision of this Agreement, I will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I further understand that if I file a lawsuit for retaliation by the Company, I may disclose the Company's trade secrets to my attorney and use the trade secret information in the court proceeding if I: (i) file any document containing the trade secret under seal and (ii) do not disclose the trade secret except pursuant to court order.
5. **Information Security Management.** I acknowledge and understand that the Company has adopted an Information Security Management System ("ISM") and a Personal Information Protection Program ("PIP"), which implement policies, standards, and guidelines with respect to the identification, classification, handling, labeling, use, transmission, storage, safekeeping and disposal of information, documentation, and materials that are deemed to require confidential or other special treatment. The Company has provided, or will hereafter provide, me with information concerning ISM and PIP, and I agree to read, become familiar with, and comply with all applicable provisions contained in such ISM and PIP information. I also agree to comply with all additional Company policies and procedures concerning Confidential Information and Company property.
6. **Company Property.** I will not remove, reveal, or transfer (directly or indirectly) any Confidential Information or other Company property (which includes electronic data, documents, and property of third parties in the possession or control of, or entrusted to, the Company) from the Company premises except as may be specifically required for me to perform my work responsibilities or unless I otherwise receive written authorization to do so from an authorized Company manager. By way of illustration, but not limitation, I understand that I may not download, email, or transfer Confidential Information or other Company property to personal or non-Company-authorized

electronic devices or email accounts. Should my assignment terminate for any reason, or upon the request of the Company, I will promptly return to a Company human resources manager (or other manager the Company designates) all Confidential Information and other Company property in my possession or under my control and will certify such return in writing. Upon termination or the Company's request, I agree to search my home, personal computer(s), and other electronic devices to ensure the return of all Confidential Information and other Company property. After termination of my assignment, if I should find any Confidential Information or other Company property, I shall immediately return it to a Company human resources manager.

7. **Badge.** I will at all times maintain custody and control of any identification badge (a "Badge"), which the Company may provide to me, and will not permit any other person to have possession or use of it. Upon the termination of my assignment with the Company, I will surrender the Badge to the appropriate Company representative.
8. **Inventions.** I agree to communicate in writing to an authorized Company manager or other designated person of the Company all inventions and improvements (collectively, the "Inventions") made or thought of by me (even if made or thought of together with another person), if made or thought of while I am an intern of the Company and if such Inventions were (i) worked on, in whole or in part, during business hours or (ii) relate to or are in any way connected with the business or operations of the Company. This obligation applies whether or not I have been requested by the Company to work on the development of such Inventions.
9. **Works.** I agree that any work of authorship ("Work"), for example, a computer program, which is authored by me while I am an intern of the Company (i) in whole or in part during business hours or (ii) that relates to or is in any way involved with the business or operations of the Company, shall be a work made for hire and shall be the sole and exclusive property of the Company whether or not I have been requested by the Company to author such work.
10. **Assignment of Inventions and Works.** In furtherance of the purposes of Sections 8 and 9, above, I assign to the Company all right, title and interest I may have in and to the Inventions and the Works and agree, at the Company's expense, to assist the Company in every way (which includes signing applicable papers and participating in proceedings related to the validation of proprietary protection) to obtain and maintain for the Company's benefit or the benefit of the Company's designees any and all patent applications, patents, and copyrights, as applicable, and other protections for the Inventions and Works anywhere in the world. I understand and agree that the obligations of this paragraph will continue after my internship assignment with the Company ends and will be binding upon my assigns, executors, administrators, and other legal representatives. I understand that the decisions whether to pursue legal protection or to utilize the Inventions and Works is in the sole discretion of the Company and that the Company is not obligated to do so.

11. **Records.** Should I commence work on any Invention, I will make, and keep, a written record of the work done with regard to such Invention in the form of notes, sketches, drawings or reports. I will date all entries in that record and have each entry witnessed by a co-worker. Upon the termination of my internship assignment with the Company, I will surrender such record to the appropriate Company representative.
12. **Survival.** My obligations to keep Confidential Information confidential and to assign the Inventions and the Works to the Company are ongoing obligations that will continue even after my internship assignment with the Company ends. Accordingly, the obligations in Sections 2, 10 and 15 shall continue indefinitely, even after the termination of my internship assignment, and the obligations in Sections 8, 9 and 11 shall continue for six (6) months after the termination of my assignment.
13. **Obligations to Others.** I agree that I will not (a) use or disclose to any employees and/or agents of the Panasonic Group any trades secrets, know-how, or confidential or proprietary information of any former employer or any other person or entity with whom I have an agreement or to whom I owe a duty to keep such information confidential or (b) otherwise breach any other obligation that I may have to any such former employer, persons or entities either (i) during or after my assignment with the Company or (ii) in furtherance of developing any Inventions or Work or performing any other duty for the Company. If, during my term of my assignment with the Company, I encounter a situation where I am required to use or disclose any confidential or proprietary information of any such former employer, persons or entities, I will immediately cease work on the project and notify my supervisor or the Company's Human Resources Department. I acknowledge that I am under no obligation to any former employer or any other person or entity which would prevent me from performing my job with the Company.
14. **Prior Inventions.** Set forth on **Exhibit A** is a complete list of all inventions made, conceived and first reduced to practice by me, under my direction or jointly with others prior to my assignment with the Company and which are not assigned to the Company pursuant to this Agreement (the "Prior Inventions"). If there is nothing listed on **Exhibit A**, I represent and warrant that no Prior Inventions exist.
15. **Notification.** I agree to inform any future employer regarding the existence of this Agreement and provide such future employer with a copy of this Agreement upon the request of such future employer. I further agree that the Company may provide a copy of this Agreement and communicate my obligations under this Agreement to any future employer.
16. **Non-Solicitation.** I agree that during my assignment with the Company and for one year thereafter, I will not solicit (directly or indirectly) any employee of the Company to leave his or her employment with the Company. I also agree that during my

assignment with the Company I will not solicit the business of any client, customer, or supplier of the Company for my own benefit or for the benefit (actual or potential) of anyone other than the Company.

17. **Non-Waiver.** The failure of the Company to insist, in any one instance or more, upon the performance of the promises and conditions of this Agreement, or to exercise any right or privilege conferred in this Agreement, shall not be construed as the Company having waived any such promises, conditions, rights, or privileges, all of which shall continue and remain in full force and effect.
18. **Enforceability.** To the extent possible, the parties intend that all provisions of this Agreement will be interpreted so as to be legal and enforceable. If any provision of this Agreement should be held by a court to be void, voidable, or unenforceable, the remaining provisions hereof shall remain in full force and effect.
19. **Assignment.** All rights of the Company in this Agreement may be transferred to any parent, subsidiary, or affiliate of the Company, and in such event I will deal with such parent, subsidiary, or affiliate as though this Agreement were with such parent, subsidiary, or affiliate. This Agreement shall inure to the benefit of and be enforceable by the Company's successors, parents, subsidiaries and affiliates, and its and their assigns, and shall be binding upon my assigns, successors, executors, and legal representatives.
20. **Employee At Will.** I understand that this Agreement does not constitute a contract or agreement of employment or any assurance of continuation of my internship assignment or of future employment. This means that I may resign my assignment at any time and the Company may terminate my assignment at any time, with or without cause and with or without notice.
21. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law principle that would cause the application of the laws of any other jurisdiction.
22. **Non-Compliance.** I acknowledge that my compliance with this Agreement is necessary to protect the Panasonic Group's Confidential Information, property rights and goodwill, that my failure to comply with this Agreement will irreparably harm the business of the Company, and that monetary damages would not provide an adequate remedy to the Company in the event of any such non-compliance. As a result, the Company shall be entitled to obtain an injunction and other equitable relief in any court of competent jurisdiction against acts of non-compliance by me of this Agreement, without the posting of bond or other security, in addition to whatever other remedies it may have. I also understand that, in addition to any other actions permitted by law, the Company may take disciplinary action against me, up to and including the termination of my

internship with the Company based upon my failure to carry out any obligation under this Agreement, or breach by me of any provision herein.

23. Reasonableness. I acknowledge and agree that the limitations set forth in this Agreement are reasonable with respect to scope and duration and are properly required for the protection of the legitimate business interest of the Company.

24. Entire Agreement. This Agreement and any exhibit attached to it contain the entire agreement between the Company and me with respect to the subject matter of this Agreement and supersede any previous understandings, arrangements or agreements, whether written or oral, regarding such subject matter. No amendment to this Agreement, and no waiver of any one or more of the provisions of this Agreement shall be effective unless set forth in writing and signed by the Company and me.

25. Representation. I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Date: _____

(Signature)

(Print Name)

Company Witness:

Exhibit A
Prior Inventions

[Initial One]

_____ No Prior Inventions.

_____ Set forth below is a complete list of all Prior Inventions: