



MADPANDA3D

PANDAHUB

PANDAMONIUM.AI



INTERNSHIP AGREEMENT AND NON-DISCLOSURE AGREEMENT

Effective Date:

BETWEEN:

MADPANDA3D (the "Company")

Address: Columbus, OH

Email: LEOLARA@MADPANDA3D.COM

Website: madpanda3d.com

AND:

Intern Name: (the "Intern")

Address:

Email:

Phone:

Country of Residence:

RECITALS

WHEREAS, the Company operates an AI Agency specializing in AI-powered business solutions, automation, 3D design services, and maintains a white-label version of GoHighLevel called PANDAHUB;

WHEREAS, the Intern desires to participate in an internship program to gain valuable knowledge, experience, education, and training in the Company's industry, specifically in GoHighLevel (GHL) platform management and AI automation;

WHEREAS, the Company is willing to provide the Intern with access to its proprietary platforms, tools, and confidential client information for educational and training purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. INTERNSHIP POSITION AND DUTIES

1.1 Position

The Intern shall serve as a **GoHighLevel (GHL) Intern** under the supervision of _LEONARDO LARA ("Supervisor").

1.2 Duties and Responsibilities

The Intern's duties may include, but are not limited to:

- Assisting in building out GHL sub-accounts for clients
- Learning and implementing GHL best practices and industry standards
- Participating in Power Hour video training sessions
- Working with automation tools and workflows
- Assisting with client projects under supervision
- Developing portfolio work as assigned
- Supporting the development of the Agency's capabilities

1.3 Remote Work

This internship is conducted remotely. The Intern shall maintain reliable internet connectivity and appropriate equipment to perform their duties effectively.

2. TERM AND SCHEDULE

2.1 Duration

The internship shall commence on Select date and continue for a period of **one (1) year**, ending on Select date, unless terminated earlier in accordance with this Agreement.

2.2 Work Schedule

The Intern agrees to dedicate approximately 10 - 20 hours per week to the internship. Specific schedules shall be coordinated with the Supervisor to accommodate the Intern's educational commitments.

2.3 Evaluation Period

At the conclusion of the one-year internship, the Company will conduct a comprehensive evaluation of the Intern's performance to determine eligibility for a potential employment offer.

3. TRAINING AND DEVELOPMENT

3.1 Access to Tools and Platforms

The Company agrees to provide the Intern with:

- Full access to PANDAHUB (Company's white-label GHL platform)
- Access to sub-accounts for learning and development
- Access to all GHL tools and automations
- Access to the Company's n8n platform for automation development
- Access to select development tools as determined by the Supervisor
- A dedicated workspace/playground environment for testing

3.2 Educational Components

The Company will provide:

- Regular Power Hour video training sessions covering GHL techniques and best practices
- Mentorship and guidance from experienced team members
- Training on extending development capabilities
- Knowledge sharing of the Company's tech stack
- Exposure to working with US veterans and other client segments

3.3 Portfolio Development

The Company will:

- Assign work that contributes to the Intern's professional portfolio
- Provide proof/certification of completed work
- Verify the legitimacy of portfolio items upon request
- Support the Intern in building marketable GHIL skills

4. COMPENSATION

4.1 Unpaid Internship

This is an **unpaid internship**. The Intern acknowledges that the primary benefit received is educational experience, training, mentorship, and portfolio development rather than monetary compensation.

4.2 Future Employment Consideration

Upon successful completion of the internship and positive evaluation, the Company may, at its sole discretion, extend an offer of paid employment to the Intern.

5. CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Confidential Information Defined

"Confidential Information" means all information, whether written, oral, electronic, or visual, disclosed by the Company to the Intern, including but not limited to:

- Client data, information, and records
- Business strategies and plans
- Financial information
- Technical data and specifications
- Software, source code, and development techniques
- Marketing strategies and customer lists
- Proprietary methodologies and workflows
- Information related to PANDAHUB and n8n configurations
- Any information marked as "Confidential" or that would reasonably be considered confidential

5.2 Non-Disclosure Obligations

The Intern agrees to:

- Hold all Confidential Information in strict confidence
- Not disclose, publish, or disseminate Confidential Information to any third party
- Not use Confidential Information for any purpose other than performing internship duties
- Take all reasonable precautions to prevent unauthorized disclosure
- Immediately notify the Company of any suspected breach of confidentiality

5.3 Duration of Confidentiality

The obligations set forth in this Section 5 shall survive termination of this Agreement and continue **in perpetuity** for trade secrets and for a period of **five (5) years** after termination for all other Confidential Information.

5.4 Exceptions

Confidentiality obligations shall not apply to information that:

- Was publicly known prior to disclosure
- Becomes publicly known through no fault of the Intern
- Was rightfully known by the Intern prior to disclosure
- Is required to be disclosed by law or court order (with prompt notice to the Company)

6. DATA PROTECTION AND SECURITY

6.1 Client Data Protection

The Intern acknowledges that they will have access to sensitive client data and agrees to:

- Handle all client data with the highest level of care and security
- Never copy, download, or transfer client data to personal devices or accounts
- Access client data only as necessary for assigned tasks
- Follow all Company data protection policies and procedures
- Use only Company-approved tools and platforms for data access

6.2 Security Measures

The Intern shall:

- Use strong, unique passwords for all Company accounts
- Enable two-factor authentication where available
- Maintain up-to-date antivirus software on devices used for internship work
- Report any security incidents immediately to the Supervisor
- Not use public Wi-Fi for accessing Company systems without VPN protection

6.3 GDPR and Privacy Compliance

For Interns located in the European Union or handling EU citizen data:

- The Intern agrees to comply with all GDPR requirements
- Process personal data only as instructed by the Company
- Maintain records of data processing activities as required

7. INTELLECTUAL PROPERTY

7.1 Work Product

All work product created by the Intern during the internship, including but not limited to:

- Code, scripts, and automations
- Documentation and training materials
- Client deliverables
- Design work and creative content

Shall be considered "work made for hire" and shall be the sole and exclusive property of the Company.

7.2 Assignment of Rights

The Intern hereby assigns to the Company all right, title, and interest in and to any intellectual property created during the internship.

7.3 Moral Rights Waiver

To the extent permitted by law, the Intern waives all moral rights in any work product created during the internship.

8. NON-COMPETITION AND NON-SOLICITATION

8.1 Non-Competition During Internship

During the term of this internship, the Intern agrees not to:

- Work for any direct competitor of the Company
- Provide similar services to other businesses in the GHL/automation space
- Develop competing products or services

8.2 Non-Solicitation

For a period of **one (1) year** following termination of this Agreement, the Intern agrees not to:

- Solicit any clients or customers of the Company
- Solicit any employees or contractors of the Company
- Use Confidential Information to compete with the Company

9. PROFESSIONAL CONDUCT

9.1 Standards of Conduct

The Intern agrees to:

- Maintain professional behavior in all interactions
- Follow Company policies and procedures
- Represent the Company positively to clients and partners
- Prioritize the Company's interests in all internship-related activities

9.2 Conflicts of Interest

The Intern shall disclose any potential conflicts of interest immediately to the Supervisor.

10. TERMINATION

10.1 At-Will Relationship

This internship is "at-will," meaning either party may terminate the relationship at any time, with or without cause, upon written notice.

10.2 Return of Company Property

Upon termination, the Intern shall immediately:

- Return all Company property, including access credentials
- Delete all Company data from personal devices
- Provide certification of data deletion if requested

11. INTERNATIONAL PROVISIONS

11.1 Governing Law

This Agreement shall be governed by the laws of the State of Ohio, United States, regardless of the Intern's location.

11.2 Dispute Resolution

Any disputes arising under this Agreement shall be resolved through:

1. Good faith negotiations between the parties
2. If negotiations fail, binding arbitration under the rules of the American Arbitration Association

11.3 Compliance with Local Laws

The Intern is responsible for ensuring compliance with all applicable laws in their jurisdiction, including tax obligations and work authorization requirements.

12. MISCELLANEOUS PROVISIONS

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

12.2 Amendments

This Agreement may only be amended in writing, signed by both parties.

12.3 Severability

If any provision is found unenforceable, the remainder of the Agreement shall continue in full force and effect.

12.4 No Employment Relationship

Nothing in this Agreement creates an employer-employee relationship. The Intern is not entitled to employee benefits.

12.5 References

Upon successful completion of the internship, the Company will provide a letter of recommendation upon reasonable request.

12.6 Force Majeure

Neither party shall be liable for delays or failures due to circumstances beyond their reasonable control.

12.7 Electronic Signatures

This Agreement may be executed electronically, and electronic signatures shall be deemed original signatures.

13. ACKNOWLEDGMENT AND AGREEMENT

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Agreement.

COMPANY:

MADPANDA3D

By: ONBOARDING DEPT

Name: Select date

Title: CEO

Date: _____

INTERN:

Signature

 Signature

Print Name: _____

Date: _____

WITNESS (Optional but Recommended for International Interns):

Signature

Print Name: _____

Date: _____

APPENDIX A: EMERGENCY CONTACT INFORMATION

Intern's Emergency Contact:

Name: _____

Relationship: _____

Phone: _____

Email: _____

APPENDIX B: TECHNICAL REQUIREMENTS

Minimum technical requirements for remote internship:

- Reliable internet connection (minimum 10 Mbps)
- Computer with current operating system
- Webcam and microphone for video calls
- Ability to install required software

APPENDIX C: INTERNSHIP GOALS AND MILESTONES

To be completed with Supervisor within first week:

- ☐ 30-day goals
- ☐ 90-day goals
- ☐ 6-month goals
- ☐ Year-end objectives
- ☐ Portfolio development plan