

**EXHIBIT A**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Approval Signature of  
MIDCOM CORPORATION

[Signature]

Company Official

12.3.13

Date

Approval Signature of  
Employee

[Signature]

Betty St. Marie

12/2/13

Date

**MIDCOM CORPORATION**  
**EMPLOYMENT AGREEMENT**  
1056 N Tustin Avenue, Anaheim, CA 92807  
714-630-1999

This Agreement made effective this 14<sup>th</sup> day of April 2008 by and between MIDCOM Corporation (hereinafter referred to as "Employer") and Elizabeth St. Marie (hereinafter referred to as "Employee").

WHEREAS, Employer is in the business of locating technical consultant job assignments and providing consulting services in accordance with the needs of his customer clients (hereinafter referred to as "Clients"), and

WHEREAS, Employee currently desires to be employed by Employer in the capacity of technical consultant performing work on Clients' projects, as assigned by Employer, and Employer desires to employ Employee.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. **TERM.** Employee employment will commence on the day of April 14, 2008 and shall continue in effect unless and until Employer or Employee terminates such employment in accordance with the provisions of paragraph 10 or 12. Employee agrees that, in the event Employer's Client for which Employee is scheduled to perform services informs Employer, prior to the above-stated date on which Employee's services are scheduled to commence, that the commencement date is being postponed, then Employer will inform Employee immediately and Employee agrees that he/she will commence performing services on the revised commencement date as determined by the Client.
2. **COMPENSATION, TIME RECORDS, DEDUCTIONS.** Employer agrees to pay Employee in accordance with the wage plan attached to this Agreement as Exhibit A and made a part hereof. For each assignment Employee will record on Employer's prescribed time record, and in accordance with any procedures established by Employer, Employee's hours worked on each day. Prior to submitting any such time record to Employer, Employee shall obtain on each time record Client's signature confirming and approving the hours worked by Employee. Employee agrees that such Client's signature confirming shall be conclusive as to time worked each day by Employee. Employee further agrees that he/she is responsible for ensuring that such time record (including Client signature) for any week is received by Employer's accounting office no later than the third (3<sup>rd</sup>) business day of the following week. Employee recognizes that Employer may elect to modify or supplement these procedures, orally or in writing, and Employee agrees to be bound by any such future modifications or additions. Employer shall deduct amount from Employee's compensation only as authorized by applicable law, including amounts attributable to all applicable income tax withholding and Federal Insurance Corporation Act ("FICA") tax withholding. Employer shall pay Employee on a bi-weekly basis.
3. **BENEFITS.** Employer shall pay such taxes as may be required by law to provide Employee with any benefits to which Employee may be entitled under federal and state

unemployment law and under state workers' compensation insurance law. Employee shall be entitled to no other benefits of any kind except to the extent set forth in this Agreement

4. **CONFIDENTIALITY AND NONDISCLOSURE.** Employee acknowledges that confidential information and materials regarding Employer and its clients have been or will be disclosed to him/her solely for the purpose of assisting him/her in performing duties under this Agreement. Such information and materials are and remain the property of Employer and its Clients respectively. As used in this Agreement the phrase "confidential information and materials" included but is not limited to all information belonging to Employer or Employer's Clients relating to their respective services and products, customers, business methods, strategic and practices. Internal operation pricing and billing, financial data costs, personnel information (including but not limited to names, educational background, prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character.

Information designated by Employer or any of its Clients as confidential, and all other information that might reasonably be deemed confidential. Employee acknowledges that he/she may use such confidential information and materials only during his/her term of employment and solely for the purpose of such employment, and that this right expires upon Employee's discharge or resignation. Employee therefore agrees not to use for his/her own benefit or for the benefit of any other person, except as specifically authorized in writing in advance by all owners of such information and materials, or divulge to any person, any such information and materials related to the business of Employer, and of its Clients, or their customers, clients and affiliates, both at any time during the term of this Agreement and at any time after its termination. Employee agrees to take any and all reasonable actions, including those requested by Employer or Client, to prevent such disclosure and preserve the security of confidential information and materials. Employee further agrees that he/she will not directly or indirectly disclose to any person, including to the Clients or to any coworkers either during or after his/her period of employment, employees wage rates and terms, without prior written consent of Employer (disclosure to a spouse or financial institution shall be permitted so long as further disclosure by such spouse or institution is prohibited).

5. **RETURN OF PROPERTY.** Employer directs and Employee agrees that upon termination of an assignment with any Client, Employee will deliver to the Client all keys, pass cards, identification cards, listings, policy and procedure manuals, inventions, records, data, plans, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature that are in Employee's possession or control and that relate to the assignment or activities of the Client. Employee also agrees that upon termination of his/her employment with Employer for any reason, Employee will deliver to Employer all key pass cards, identification cards, listings, policy and procedure manuals, memos, letters or other documents or materials of any nature in Employee's possession or control that were given to Employee by Employer and that relate to Employee's employment with Employer.

6. **PROPRIETARY RIGHTS.** Employees shall disclose fully and promptly to employer and to any Client for which Employee has performed work the following any and all inventions, processes innovations, discoveries, developments, designs, techniques, formula improvements, computer programs and other technical materials relating to the business of Employer or Employer's Client which Employee shall discover, conceive, make, generate or reduce to practice alone or jointly with others, during his/her term of employment with

Employer, and resulting from such employment, whether or not they are patentable or copyrightable. Employee hereby agrees to assign to such Client his/her rights and interest in any inventions, processes, innovations, discoveries and other similar materials, including copyrights all copyrightable material and all patent rights to all patentable material unless specifically directed otherwise in writing by Employer. No rights shall be reserved to Employee. Employee agrees to execute and transfer any time upon Employer's request, any certification, affidavit or other documents confirming the Client's ownership rights under this paragraph.

Upon request at any time during or after the term of this Agreement, and at the expense of Employer or its Client for whom the work in question was performed, Employee agrees to assist Client, including its attorneys, in applications for patents or copyrights relating to such inventions, processes and other materials named in this paragraph. Assistance in preparing and prosecuting such applications shall include assistance regarding litigation and upon Employer's or said client's request the execution of all papers and performance of all tasks that may reasonably be necessary to protect the rights of Client and to vest in it or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated.

7. **REPRESENTATIONS.** Employee warrants that all information provided by Employee (including, but not limited to resume, interview, and references) in consideration for employment by Employer or for assignment to a client is true to the best of Employee's knowledge. Employee further warrants that he/she is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with his/her performing work as directed under this Agreement for Employer or for any Client or potential Client of Employer, and he/she shall inform Employer immediately should such a restriction or conflict arise. Employee understands that any misstatements or lack of candor by Employee concerning his/her qualifications or availability to any Client may be grounds for immediate discharge by Employer and may subject Employee to damages for any harm caused to Employer.
10. **EMPLOYMENT AT WILL.** Consistent with the provisions set forth herein, the parties acknowledge and agree that the employment relationship created by this Agreement is at-will. Any cause for discharge mentioned in this Agreement or in any document maintained by Employer (including but not limited to employment manuals or recruitment materials) shall not in any way limit Employer's right to discharge Employee, or in any way alter Employee's at-will status.
11. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties regarding the services to be performed on and after the effective date hereof. This Agreement supersedes and terminates all prior agreement between the parties regarding such services to be performed on or after the effective date hereof and the parties agree and understand that any such prior agreement regarding such services to be performed on or after the effective date hereof are hereby terminated. Any modification of this Agreement shall not be effective unless contained in writing expressly identifying it as a modification and signed by Employee and by an officer of Employer.
12. **SEVERABILITY.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the



Agreement which, consistent, with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.

13. **GOVERNING LAW.** The law of California shall govern this Agreement. Both parties hereby agree that any differences that may arise from this Agreement shall be settled by arbitration according to the "Mutual Agreement to Arbitrate Claims" that has been signed by both parties and attached to this Agreement.
14. **WAIVER.** No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced (in the case of Employer by an officer of Employer). The failure of any party at any time to insist on strict performance of any condition, Promise agreement or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise agreement or understanding at any future time.
15. **EXHIBITS.** To the extent that the terms and content of any exhibit(s) attached to this Agreement are contrary to or conflict with any terms of the foregoing provisions of this Agreement, such foregoing terms shall be controlling.
16. **MISCELLANEOUS.** Employee represents that he/she has read and understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with legal counsel if his/her choice, is not relying on any advice from Employer in this regard, and is voluntarily signing this Agreement.

MIDCOM Corporation

By: Barbara G. Smith  
Company Official

Employee

By: Elizabeth ST. Marie

Print Name: Elizabeth ST. Marie

CLIENT SITE: ACCA-SOCAL

EXHIBIT A

1. [REDACTED]  
2. [REDACTED]  
[REDACTED]  
[REDACTED]

Approval Signature of  
MIDCOM CORPORATION

[Signature]

Approval Signature of  
Employee

[Signature]

**INDUSTRIAL PROPERTY RIGHTS AGREEMENT**

I, Elizabeth ST. Mario, in consideration of my being granted access to ACCA-SoCal  
(Hereinafter referred to as "Client") for the purpose of performing under MIDCOM Corporation's contract with do hereby agree as follows:

**A. DISCLOSURE OF INFORMATION**

1. I do understand and agree that any and all computer software, technical data, or other information developed or modified together with any reports submitted by me during my performance under MIDCOM Corporation's contract with Client, shall not be divulged by me to other parties verbally or in writing without prior written approval of Client except on a need-to-know basis to personnel of Client required for said performance. Notwithstanding any other provisions of this Agreement, it is agreed that Client retains the unilateral and unrestricted right to use the herein produced computer software or other information in any and all ways Client may deem necessary.
2. I hereby agree that any computer software, trade secret, technical or business information disclosed hereunder by personnel of Client, or observed by me within any facility of Client's, will be used solely by me in performing under MIDCOM Corporation's contract with Client and shall not otherwise be used by me or disclosed to others, except Client's personnel, on a need-to-know basis as required for my performance and that documents disclosing said computer software or other information shall not be duplicated or portions copied without prior written permission of Client. The above restrictions shall not apply to documented information already in my possession, to documented information already in the public domain, or to documents rightfully received from a third party without restrictions.

**B. COPYRIGHTABLE MATERIAL**

With respect to all reports, technical data and computer software programs, hereinafter defined as "works," first produced by me and furnished in the performance of this order, I hereby grant and assign exclusively to Client, to the extent of my right to do so, for its use any and all rights of what kind or nature now or hereafter protected by the Copyright Law of the United States (common or statutory) and all subsidiary rights, and without limiting the generality of the foregoing, I hereby grant to Client the sole and exclusive right to obtain registration of the copyright in the aforementioned works.

**C. INVENTIONS**

1. I hereby agree to promptly disclose directly to Client in writing, any and all inventions, developments, improvements or discoveries (whether or not patentable) which I may make or conceive, either solely or jointly with others, which relate to my performance Client; excepting, however, inventions (patented or unpatented) which have been made or conceived and have been disclosed in writing to others prior to the date of this Agreement.
2. At all times during my performance and thereafter, whenever requested to do so by Client, I agree to execute and deliver to Client any and all applications, assignments and other instruments which may be necessary in order to apply for and obtain or protect, for Client's benefit, letters, patents of the United States and/or foreign countries covering said inventions, developments, improvements or discoveries and which may be necessary to assign or convey to Client or its nominee the sole and exclusive right, title and interest therein. These obligations shall be binding upon my assigns, executors, administrators or other legal representatives.

Barbara Cepinko  
Barbara Cepinko, President, MIDCOM Corporation

Elizabeth ST. Mario  
Contractor's Signature

4/23/08  
Date

4/14/08  
Date