



BIOPSIN
UEN: 201836080G

Internship Agreement

PRIVATE AND CONFIDENTIAL

Dated 10-05-2022

Internship AGREEMENT

between

BIOPSIN

and

RAPHAEL GUI ZHI XING



THIS AGREEMENT is made on 10-05-2022 between:

- (1) **BIOPSIN** (UEN: 201836080G), a company incorporated and validly existing under the laws of the Republic of Singapore, having its registered office at 71 Ayer rajah Crescent, #06-01/02, Singapore 139951 (the “**Company**”); and
- (2) **RAPHAEL GUI ZHI XING** (NRIC: T0000319G), whose residential address is 45 Springside Drive, Singapore 786937 (the “**Intern**”),
- (3) (each a “**Party**” and collectively the “**Parties**”).

IT IS AGREED as follows:

1. **INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this Clause 1 apply in this Agreement.

“**Appointment**” means the internship of the Intern by the Company on and subject to the terms of this Agreement.

“**Board**” means the board of directors of the Company.

“**Business Day**” means a day (excluding Saturdays, Sundays and public holidays in Singapore) on which banks are open for normal banking business in Singapore;

“**Commencement Date**” means 18th May, 2022.

“**Confidential Information**” means information (whether or not recorded or stored) relating to the business, products, finances and other affairs of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of their business contacts, including in particular (by way of illustration only and without limitation).

“**Group Company**” means the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

“**Intellectual Property**” means copyrights, trade and service marks, including the trademarks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, registered designs, design rights, patents, utility models, topography rights, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same.

“**Incapacity**” means any sickness or injury which prevents the Intern from carrying out his or her duties.



- 1.2 **The headings in this Agreement** are inserted for convenience only and shall not affect its construction.
- 1.3 In this Agreement, except where the context otherwise requires –
- 1.3.1 a reference to one gender shall include a reference to the other genders;
 - 1.3.2 words in the singular include the plural and, in the plural, include the singular;
 - 1.3.3 the expression “this Agreement” or any similar expression shall mean this Agreement, the Schedules and Appendices and any amendment, modification or supplemental written agreement thereto as may be in force from time to time or any time in accordance with the terms and conditions set out herein;
 - 1.3.4 references to Recitals, Clauses, Schedules and Appendices are, unless otherwise stated, to clauses and recitals of and schedules and appendices to this Agreement;
 - 1.3.5 the Recitals constitute an integral part of this Agreement;
 - 1.3.6 the Schedules and Appendices form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
 - 1.3.7 if any period of time is specified from a given day or the day of a given act or event, it is to be calculated exclusive of that day and if any time limit falls on a day which is not a Business Day then that time limit is deemed to only expire on the next Business Day;
 - 1.3.8 any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time amended, extended or reenacted whether before or after the date of this Agreement so far as such modification, extension or reenactment applies or is capable of applying to any transactions contemplated under this Agreement and shall include also any past statutory provisions or regulations (as from time to time amended, extended or reenacted) which such provisions or regulations have directly or indirectly replaced except to the extent that the effect of referring to any such amendment, extension or re-enactment coming into force after the date of this Agreement would be to increase or extend the liability of a party under this Agreement;
 - 1.3.9 words denoting an obligation on a Party to any act, matter or thing, include an obligation to procure that it be done, and words placing a Party under a restriction, include an obligation not to permit infringement, default or breach of the restriction; and
 - 1.3.10 the contra proferentem rule shall not apply in the construction or interpretation of this Agreement and the language in all parts of this Agreement shall be construed and interpreted as a whole and neither strictly for nor against any of the Parties to this Agreement.

**2. TERMS OF APPOINTMENT**

- 2.1 The Intern's Appointment with the Company shall be subject to and conditional upon the Company being satisfied that his or her nationality status is Singapore Citizen or Singapore Permanent Resident. Alternatively, if he or she is a foreigner, then his or her Appointment shall be subject to and conditional upon his or her successful application for a valid work pass. The Intern's Appointment shall be terminated immediately in the event that he or she ceases to be a Singapore Citizen or Singapore Permanent Resident or his or her work pass is not approved or terminated for any reason whatsoever.
- 2.2 The Company is entitled to inspect the Intern's Singapore NRIC or work pass (as the case may be) and keep a file copy thereof, as documentary proof of his or her nationality or immigration status.
- 2.3 The Appointment shall commence on the Commencement Date and shall continue till 5th August, 2022.
- 2.4 The Intern shall serve the Company as a Research Intern. The main duties of the Intern include designing and developing and performing microbiology experiments for Biopsin. Along with the above-mentioned duties, the Intern has to perform other tasks and duties assigned by the Company such as writing reports and presenting data in meetings. Additional responsibilities may be assigned from time to time.
- 2.5 The place of work is primarily at 71, Ayer rajah Crescent, #06-01/02, Singapore 139951.
- 2.6 The Intern's normal working hours shall be within 10.00 am to 7.00 pm on Mondays to Fridays (excluding Saturdays, Sundays and Singapore gazetted public holidays). The Intern may be required to work outside these hours in the course of performing his or her duties without further remuneration or any overtime pay. The Intern acknowledges that he or she shall not receive further remuneration in respect of such additional hours. The Company reserves the right, at its sole and absolute discretion, to revise, amend or extend the Company's working hours should the need arise.
- 2.7 All documents, manuals, hardware and software provided for the Intern's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
- 2.8 This is an unpaid internship.
- 2.9 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Intern in the course of the Appointment, subject to production of GST receipts or other appropriate evidence of payment.

**3. INTERN WARRANTIES**

- 3.1 The Intern represents and warrants to the Company that, by entering into this Agreement or performing any of his or her obligations under it, he or she will not be in breach of any law or court order or any express or implied terms of any contract or other obligation binding on his or her and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if he or she is in breach of any such obligations.

4. RESTRICTIVE COVENANTS

- 4.1 During the continuance of this Agreement the Intern shall not without the prior written consent of a Director of the Company directly or indirectly be engaged, concerned or interested in any business other than for the Company in any capacity whatsoever with or for any other person, firm, company or other organisation.
- 4.2 The Intern shall not during the continuance of this Agreement compile a list of the Company's customers or suppliers for his or her own personal use or for the use of any third party other than in pursuance of his or her duties for the Company.
- 4.3 For a period of 2 years after the last day of the Intern's Appointment, the Intern shall not, directly or indirectly:
- 4.3.1 canvass, solicit or endeavour to take away from the Company or any Group Company the business of any customers or clients of the Company;
 - 4.3.2 interfere with the continuance of services or supplies to the Company or Group Company or the terms of such services or supplies from the suppliers who had been supplying materials or services or any other product or thing;
 - 4.3.3 solicit or entice away or seek to entice away any person from the Company;
- 4.4 For a period of 2 years after the last day of the Intern's Appointment, the Intern shall not, without the prior written consent of the Company, be engaged on the Intern's own account or in the capacity of an employee, officer, consultant, adviser, partner, principal or agent in any business or venture which:
- (a) is or is about to be in competition with any businesses of the Company; or
 - (b) requires or might reasonably be thought by the Company to require the Intern to disclose or make use of any make use of any confidential information in order to properly discharge his or her duties and to further his or her interests in that business or venture.
- 4.5 Each of the restrictions herein contained shall be considered separately and construed independently of each other.



- 4.6 Each sub-Clause and part of such sub-Clause of this Clause 4 constitutes an entirely separate and independent restriction and does not operate to limit any other obligation owed by the Intern, whether that obligation is express or implied by law. If any restriction is held to be invalid or unenforceable by a Court of competent jurisdiction, it is intended and understood by the parties that such invalidity or unenforceability will not affect the remaining restrictions. The Intern acknowledges that each of the restrictions in this Clause goes no further than is necessary for the protection of the Company's legitimate business interests.

5. CONFIDENTIAL INFORMATION

- 5.1 The Intern acknowledges that in the course of the Appointment he or she will have access to Confidential Information. The Intern has therefore agreed to accept the restrictions in this Clause 5 and in Clause 4.
- 5.2 Without prejudice to any other terms and conditions herein and/or any other agreements between the parties, it is a condition of the Appointment that the Intern does not use, divulge or disclose to any person, firm, company or organisation (except in the proper course of his or her duties or with prior written consent of the Company), and shall use his or her best endeavours to prevent the publication or disclosure of, any Confidential Information (as defined below). This restriction shall apply throughout the term of the Appointment and shall continue to apply after the termination of the Appointment for any reason but does not apply to information which is or comes into the public domain otherwise than through unauthorised disclosure by the Intern. This Clause 5.2 shall not apply to:
- 5.2.1 any use or disclosure authorised by the Intern's manager or required by law; or
- 5.2.2 any information which is already in, or comes into, the public domain other than through the Intern's unauthorised disclosure.
- 5.3 Without prejudice to the preceding Clause 5.2, the Intern shall not without prior written consent of the Company destroy, make copies, duplicate or reproduce in any form the Confidential Information.
- 5.4 The Intern shall not remove from the Company's premises any information or documents (whether recorded in documentary form, or on computer disc or other form), or other items which belong to the Company or any Group Entity or which contain any Confidential Information, without prior written authorisation from the Company.
- 5.5 The Intern shall return to the Company upon request and, in any event, upon the termination of his or her Appointment, all documents and other items which belong to the Company or which contain or refer to any information in respect of the Company or any Group Entity and which are in the Intern's possession or under his or her control.
- 5.6 For purposes of this Agreement, "Confidential Information" means any information (including any formula, pattern, compilation, device, method, technique or process) that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, as



well as any other information that the Company or the Group desires to protect from being disclosed or used without its permission or except for its direct benefit, and includes information of the Company, the Group, its customers, suppliers, joint venturers, licensors, licensees, distributors and other persons and entities with whom the Company or the Group does business. Confidential Information also includes without limitation, customer lists, pricing information, manufacturing, distribution, marketing and sales methods and incentive programs, business plans, sales forecasts, budgets and management reports.

- 5.7 This Clause 5 shall continue to subsist and survive after termination of this Agreement as well as the Intern's Appointment with the Company.

6. INTELLECTUAL PROPERTY RIGHTS

The Intern hereby assigns to the Company by way of present and future assignment all intellectual property rights which he or she may have or acquire in respect of works (including but not limited to hardware, software, inventions, source codes, systems, artworks and designs) created, developed or made by the Intern, whether individually or jointly with other person(s), during the period of his or her Appointment. When so requested, the Intern shall do all things which may be required to affect the vesting, registration, enforcement and/or protection of the subject intellectual property rights by the Company. The Company shall own all documents, drawings, models, samples, prototypes and the like prepared by the Intern which relate to such Intellectual Property Rights. The Intern shall immediately communicate to the Company full details of any inventions, discoveries and any designs, or other matters made, devised or discovered by him or her during his or her Appointment whether alone or with others. The Intern is also obliged to keep information about such works confidential and shall not disclose the same to any person without the Company's prior written approval.

7. GENERAL TERMS

- 7.1 This Agreement and any document referred to in it constitutes the whole agreement between the parties (and in the case of the Company, as agent for any Group Companies) and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.
- 7.2 Each party acknowledges that in entering into this Agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.
- 7.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 7.4 Nothing in this Agreement shall limit or exclude any liability for fraud.
- 7.5 No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



BIOPSIN

UEN: 201836080G

Internship Agreement

- 7.6 No waiver of any term of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. A waiver of any breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach whether of the same or a different nature.
- 7.7 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of this Agreement.
- 7.8 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of its terms.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the Singapore courts.

This Agreement has been entered into on 5th May, 2022.

SIGNED by
Sheetal Sinha
for and on behalf of
BIOPSIN



SIGNED by
RAPHAEL GUI ZHI XING
(NRIC: T0000319G)

