

Private & Confidential

Date: June 7, 2022

Mr Sunilkumar Akshay
FIN: G0328676U

INTERNSHIP AGREEMENT

Automation Intern

Dear Mr Sunilkumar,

1. Appointment

We, H3 DYNAMICS PTE LTD, a company incorporated in Singapore with its registered address at 67 Ayer Rajah Crescent, #03-23/24, Singapore 139550 (the "Company") are pleased to appoint you as an intern, reporting to Mr Abhinay Bollam (Technical Director) on the terms and conditions set out in this internship contract (this "Agreement").

You shall work to the best of your ability at all times, and conscientiously perform all your duties and responsibilities to the Company's satisfaction. You shall not give or receive any benefit (in cash or in-kind), discount, rebate or commission in the course of your internship with the Company except with the prior written consent of the Company.

You agree that your duties shall be performed at any of our offices or sites, or at such other locations or facilities as may be required from time to time as identified by us, including but not limited to, overseas locations or facilities, facilities of our industrial partners and research institutions, conventions, conferences and research seminars.

2. Commencement of Internship

- (a) Your internship shall commence on **June 13, 2022**, and shall continue to **July 22, 2022**.
- (b) This is an unpaid internship. However, you will be entitled to an SGD\$500.00 (Five Hundred Singapore dollars) allowance at the end of your internship period subjected to your good performance assessed by your supervisor.
- (c) The Company's working hours are as follows:
9.00 a.m. to 6.00 p.m. (Mondays to Fridays) with an hour's break for lunch.
- (d) You shall be responsible for all personal income taxes and other taxes, rates or charges on your salary and allowances in connection with your employment with the Company.

- (e) You shall indemnify and hold the Company harmless against any claims arising out of your personal tax liabilities in connection with your employment with the Company.

3. Trade Secrets and Confidential Information

- (a) In the course of your internship with the Company, you will have access to, be entrusted with, and receive trade secrets and Confidential Information (as defined below). You acknowledge and agree that such Confidential Information and trade secrets form a valuable and integral part of the Company's goodwill and assets that it is entitled to protect, and you will ensure that the Confidential Information and any such trade secrets shall be kept strictly confidential by you at all times and used solely for the purpose of carrying out the duties and responsibilities of your employment hereunder.
- (b) "Confidential Information" is defined as all information (whether in physical or digital or whatsoever form on whatever media and by whomsoever recorded) relating to all or any part of the business, organisation, operations, dealings, property, assets, technology, activities, services, financial affairs, management and administration of the Company and which is confidential to the Company or treated as confidential, including without limitation, technical information, client lists, trade names, trademarks, service marks or other proprietary business designations used or owned by the company but shall not include information or material in the public domain, whereupon to the extent that it is public, this obligation shall cease.
- (c) The provision of this clause 8 shall survive the termination of this Agreement.
- (d) You shall return all such information designated by the Company (including all copies thereof) as confidential to the Company within seven (7) days after a request from the company, or immediately upon the termination of this Agreement, whichever occurs earlier.
- (e) You are required to execute a separate Company standard Confidential Agreement upon commencement of your employment.

4. Non-Competition and Non-Solicitation

During internship employment with the Company and for a period of eighteen (18) months after the termination of this letter, you shall not either directly or indirectly:

- (a) entice away (whether on your own account or for any other person, firm or company) any officer or employee from the Company, or endeavour to do so; or
- (b) solicit (whether on your own account or for any other person, firm or company) the custom of any person, firm, company or organisation who shall at any time have been a customer, client, distributor or agent of the Company or in the habit of dealing with the Company, or endeavour to do so.
- (c) While the restrictions in this Clause 9 are considered to be reasonable in all circumstances, it is agreed that if any one or more of such restrictions shall either

taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the Company's legitimate interests but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording of this Clause 9 were deleted, restricted or limited in a particular manner, then the restrictions shall apply with such deletions, restrictions or limitations as the case may be.

- (d) The intern agrees to hold the PROPRIETARY INFORMATION in the strictest confidence and, to this end, both during and after the Employee's employment with the Company, the Employee shall:
- not make, or permit or cause to be made copies of the PROPRIETARY INFORMATION, except as necessary to carry out the Intern's obligations as prescribed by the Company;
 - not disclose, divulge, impart or reveal the PROPRIETARY INFORMATION, or any portion thereof, to any person other the Company's employees who have signed non-disclosure agreements with the Company;
 - take all reasonable precautions to prevent any inadvertent disclosure of the PROPRIETARY INFORMATION to any unauthorized person.

5. Intellectual Property

- (a) The Intern agrees that all Intellectual Property Rights of whatever nature, whether registered or not, arising out of any activities conducted by him which relate directly or indirectly to the business of the Company vest in the Company and will be owned solely by the Company. The Intern agrees that if he makes an invention, design, creation or the like, he must promptly inform the Company and shall co-operate with the Company in applying for the industrial rights thereof or otherwise.
- (b) Any invention or discovery made or originated by the Intern in the course of his normal duties of employment or in the course of carrying out duties specifically assigned to him, or arising from particular responsibilities given the nature of his duties, which relate to the affairs of the Company, shall be the exclusive property of the Company in accordance with Section 49(1) of the Singapore Patents Act (Chapter 221 of the Laws of Singapore). The Intern shall hold such invention and all rights to it on trust for the Company.
- (c) To the extent that the Intern owns or will own any rights in any copyright works or designs, he assigns to the Company, by way of future assignment, all rights in such copyright works for the full term of them throughout the world. The Intern also irrevocably and unconditionally waive in favour of the Company any and all moral rights conferred on him by Section 4(2) of the Singapore Registered Designs Act (Chapter 266) or Section 30 of the Singapore Copyright Act (Chapter 63) of the Laws of Singapore in relation to any copyright and/or design works.
- (d) Insofar as the aforementioned provisions will not have the effect of assigning all relevant Intellectual Property Rights to the Company, the Intern will execute upon the Company's written request, a written deed or assignment or any other document prescribed by laws applicable to the creation of such Intellectual Property Rights, in order to have those Intellectual Property Rights assigned to the Company.

- (e) The Intern will use reasonable endeavours to prevent any violation of the Company's Intellectual Property Rights and will promptly report to the Company any such violation that comes to its attention.

1. "Intellectual Property Rights" include:

- (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, service marks, trade and business names (including all goodwill associated with any trademarks, service marks or trade and business names), source codes, copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights and utility models, and including the benefit of all registrations of, applications to register and rights to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable;
- (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and
- (iii) trade secrets and other proprietary rights, including rights to know how, technical information or other confidential information.

2. Confidential Information

- (i.) The Intern shall hold in a fiduciary capacity for the benefit of the Company and its other Group Companies all trade secrets and confidential information, knowledge or data relating to the Company, any other Group Holding Company, and their businesses and investments, which he obtains during the Employee's employment by the Company and which is not generally available public knowledge (other than by acts of the Executive in violation of this Agreement). Except as may be required or appropriate in connection with his carrying out his duties under this Agreement, the Employee shall not, without the prior written consent of the Company or as may otherwise be required by law or any legal process, or as is necessary in connection with any adversarial proceeding against the Company (in which case the Executive shall use his reasonable efforts in cooperating with the Company in obtaining a protective order against disclosure by a court of competent jurisdiction), communicate or divulge any such trade secrets, confidential information, knowledge or data to anyone other than the Company or any other Group Holding Company, and those designated by the Company or any other Group Holding Company or on behalf of the Company in the furtherance of its business or to perform duties hereunder.
- (ii.) The Intern shall, in addition to his agreement to the above, sign the Non-Disclosure, Confidentiality and Trade Secret Agreement.

3. **Non-Solicitation**

The Intern hereby agrees, in consideration of his employment hereunder and in view of the confidential position held by the Employee hereunder, that, after the termination of his employment until the first anniversary thereof, the Employee shall not directly or indirectly induce any employee of the Company or any other Group Holding Company who has specific business or technical knowledge or experience relevant to the business of the Company or any other Group Holding Company, including but not limited to software programmers, and with whom the Intern had business dealings during the twelve (12) months prior to the cessation of his employment to terminate his employment with the Company or any other Group Holding Company or to become employed by any other company whose business competes directly with that of the Company or any other Group Holding Company.

4. **Non-Competition**

The Intern hereby agrees, in consideration of his employment/internship hereunder and in view of the confidential position held by the Intern hereunder, that, after the termination of his employment until the second anniversary thereof, he shall not be employed by or perform activities on behalf of, or have an ownership interest in, any person, firm, corporation or other entity, or in connection with any business enterprise, which is directly or indirectly engaged in any business activities in any jurisdiction in which the Intern was involved in providing services to during the twelve (12) months prior to the cessation of his employment, which compete directly with the business of the Company and its subsidiaries.

6. **General**

- (a) In this agreement, clause headings are inserted for convenience only and shall not affect the construction of the provisions thereof.
- (b) This document is governed by and shall be construed in accordance with, the laws of Singapore, and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore notwithstanding the fact that one or more parties may now or later become a resident of another state or country without regard to that state's or country's conflict of laws principles.
- (c) You agree to indemnify the Company against any claim, loss, damage and liability suffered and legal costs incurred due to your breach of this Agreement for whatever reason and which arise out of any act, default or negligence on your part.
- (d) With regard to the use of the IT infrastructure on the Company you undertake to use software or hardware authorized by the Company and for the purpose of your employment only. In particular, you undertake not to use any unauthorized third-party software on the company's IT infrastructure or conduct any unauthorized downloads whether from any software, hardware or from the internet.
- (e) You hereby agree that the Company can store, process and/or utilize your personal data for the purpose of the calculation of your salary and for their

internal administrative purposes. Your personal data will never be shared with third parties.

- (f) If any of the provisions of this employment letter is invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such scenario, the invalid or unenforceable provision shall be substituted by a valid provision, which shall as far as possible, reflect the economic purpose of the invalid or unenforceable provisions.
- (g) A person who is not a party to this employment letter has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) Singapore to enforce any term of this employment letter.

To indicate your acceptance to the above, please sign and date your acceptance of this employment letter as provided for below and return it to the Company within 7 days of the date of this letter.

Yours faithfully,



Taras Wankewycz
as Director/CEO
for and on behalf of
H3 Dynamics Pte Ltd

I, Sunilkumar Akshay, have read and fully understood the terms and conditions set out in this letter. I hereby confirm my acceptance and agreement to be bound by the terms and conditions of this agreement/letter.

Signature:  _____

Date: 08/06/2022

FIN: G0328676U

Appendix A

Automation Intern

Job Description

We are seeking an Automation Intern with a background and a passion for automated systems and Drones. You will be having a chance to be part of electronics and control design development of autonomous drone box and our robotics intervention system.

Roles & Responsibilities

- Working with in house Automation and Software Engineers and assist them on design and development.
- Part of a R&D team and play a role and take part in an off-cycle project that will influence / dictate the next generation drone landing platform of drone box Interface Solution.
- Have to engage with software integration and testing activities and assist senior engineers on reports.
- Understanding and hands-on experience of various technologies used in complex back-end systems and front-end systems of our drone station command centre.
- Software design, code craftsmanship and development skills.
- Having knowledge on design of components, sub-assemblies, and new products from developing, testing, to modifying the electrical and electronics architecture of the control box development.
- Support Research and development on competitor's product in the market and make recommendation.
- Provide comprehensive documentation, test reports, manuals development and technical content development.
- Collaborate with other discipline engineers (e.g., Mechanical, Firmware) to open your horizon in R&D arena.
- Team player who is analytical, resourceful, and result-oriented