



MENTOR SERVICE AGREEMENT

27 March 2023

This Agreement is made between **Gnanapragasam Joseph Felix** ("Service Provider") and **Nanyang Technological University – NTUitive Pte Ltd** (Registration Number 199502518G) a company duly incorporated in Singapore and having its registered office at 71 Nanyang Drive, #03-01 NTU Innovation Centre, Singapore 638075 (hereinafter referred to as "NTUitive"); (collectively known as "the Parties"), for the provision of services upon the terms and conditions below.

1. Scope of Services

- (a) The Service Provider agrees to perform the scope of services as set out in **Annex A** to this Agreement (as such terms may be varied or amended by NTUitive from time to time) and any other related duties and jobs as may from time to time be required by NTUitive ("the Services").
- (b) This Agreement commences on the date as set out in Annex A. The Service Provider shall complete the performance of the Services by the **Completion Date (as specified in Annex A)** or meet such other dates as agreed by the Parties.
- (c) The Service Provider agrees to carry out the Services in an expert and diligent manner and abide by the Code of Conduct specified in **Annex C**. The Service Provider also agrees to observe and comply with all rules, regulations, policies, procedures and directions from time to time made by NTUitive and use his best skills and endeavours and maintain at all times high standards of professionalism, integrity and efficiency to further the businesses and interests of NTUitive.

2. Fees and Other Expenses

- (a) In consideration of the Services provided by the Service Provider, NTUitive will pay the Service Provider the amount of fees and other expenses in the manner as set out in **Annex B**.
- (b) If any of the Services have not been performed in accordance with the timelines as set out in Annex A or by the Completion Date, NTUitive shall be entitled not to make any outstanding or due payments until such Services are performed.
- (c) If in the opinion of NTUitive, the Service Provider is in breach of any of the provisions of the Agreement, NTUitive shall be entitled to withhold any payment or part thereof as may be due or become payable to the Service Provider without prejudice to any right of action that may have accrued to NTUitive and to the continuance of the Agreement unless otherwise terminated by NTUitive.

3. Taxes

- (a) NTUitive shall be entitled to withhold such sum and pay the relevant authority for purpose of withholding taxes, if any.
- (b) The Goods & Services Tax or similar tax, as applicable, shall be borne by NTUitive in addition to and on the relevant payments to be made under this Agreement.

4. Confidentiality

From time to time the Service Provider will receive confidential information relating to the operations and activities of NTUitive, its related corporations and their collaborators. Such confidential information may be disclosed orally or in writing and will be designated as being confidential. The Service Provider shall undertake to keep such information that is disclosed secret and confidential and not to disclose the same to any other person except to the extent such information is publicly available other than as a result of the breach of any obligation of confidence. The obligations under this clause shall survive termination of this Agreement.

5. Warranties

The Service Provider hereby represents and warrants to NTUitive as follows:

- (a) the obligations expressed to be assumed by him under this Agreement are legal, valid, binding and enforceable obligations;
- (b) the entry into and performance by him of, and the transactions contemplated by, this Agreement does not and will not conflict with (i) any law or regulation applicable to him or (ii) any agreement or instrument binding upon him or any of his assets, and he shall comply with all applicable laws, rules and regulations in respect of all activities conducted under this Agreement;
- (c) he has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement;
- (d) he has the competency, expertise and ability to provide the Services professionally; and
- (e) the intellectual property used or introduced by him under this Agreement does not infringe any intellectual property rights. The Service Provider shall indemnify NTUitive and its officers against all intellectual property infringement claims, including any costs, charges and expenses in respect thereof.

6. Termination

This Agreement may be terminated by

- (a) either party giving **30 days'** prior written notice to the other party.
- (b) either party if the other party commits any material breach of any of the terms of this Agreement and fails to remedy such material breach within 14 days of receipt by the defaulting party of a written notice specifying the breach and requiring the breach to be remedied.
- (c) NTUitive with immediate effect if (i) the Service Provider becomes bankrupt or is convicted of or charged with any criminal offence; or (ii) the Service Provider conducts himself in any manner which, in the reasonable opinion of NTUitive, brings or is likely to bring NTUitive into disrepute.

7. IP Rights

- (a) All intellectual property rights (including patents, registered designs, unregistered designs, copyrights, technical information or know-how and similar rights both in Singapore and abroad) (collectively "IPR") developed, invented or created by the Service Provider in the course of providing the Services under this Agreement will belong to NTUitive and the Service Provider hereby assigns and agrees to assign to NTUitive all rights, title and interests in and to the IPR. Whenever requested by NTUitive, the Service Provider agrees to sign such documents and do such acts necessary to vest the IPR in NTU.
- (b) The Service Provider shall also obtain for and grant to NTUitive and all its wholly-owned subsidiaries, free of any additional charge, a perpetual, non-exclusive licence to use, reproduce or modify all intellectual property created prior to or independently of this Agreement and used in connection with or in the course of providing the Services under this Agreement.

The rights and obligations of the Parties under this Section shall survive expiry and termination of the Agreement, howsoever arising.

8. Ownership of Documentation

NTUitive shall own all documentation generated for the purpose of the Agreement. The Service Provider shall, within seven (7) days upon termination of the Agreement for any cause or completion of the Services return all documents and copies thereof received from NTUitive for the purpose of this Agreement or all documents and copies thereof produced in the course of the Services.

9. Status

- (a) The Service Provider hereby acknowledges that this Agreement constitutes a contract for the provision of services and not a contract of employment. Accordingly, NTUitive shall not be responsible for the payment of the Service Provider's income tax (whether local or overseas), Central Provident Fund contributions and any other contribution or payment that an employer may be obliged to make in respect of an employee. Likewise, the Service Provider will not be entitled to any employee benefits offered by NTUitive to its employees whether required by law or otherwise.

- (b) Nothing under this Agreement shall constitute the Service Provider as an agent of NTUitive or its related or group of companies or shall be deemed to constitute a partnership or joint venture between the parties.

10. Severability

If any of the provisions of this Agreement is found to be invalid for any reason whatsoever, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

11. Waiver

Failure or delay on the part of either party to exercise any right or remedy (whether single or partial) under this Agreement shall not be construed or operated as a waiver of such right or remedy or a waiver of such right to subsequently enforce such right or remedy.

12. Cumulative

The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

13. Laws and Forum

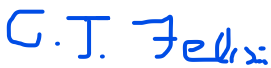
This Agreement, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Agreement shall be governed by the laws of Singapore. The parties shall submit to the non-exclusive jurisdiction of the Singapore courts to adjudicate any dispute arising out of this Agreement.

14. Conflict of Interest – For Non-Teaching Consultancies

The Service Provider shall not, without the consent of NTUitive, during the period of this Agreement, be engaged or interested either directly or indirectly in any capacity in any activity, trade, business or occupation or in any manner take part in or lend his name, counsel or assistance to any person in any capacity whatsoever for any purpose which would or could reasonably expected to be competitive with this Agreement.

15. Entire Agreement

This document constitutes the entire agreement of the parties and may not be amended or modified except in writing signed by both parties.

Nanyang Technological University – NTUitive Pte Ltd		Service Provider	
Signature:		Signature	
Name:	Toh Teng Peow David	Name of Service Provider:	Gnanapragasam Joseph Felix
Designation:	CEO	FIN/ NRIC No	S2203376Z

ANNEX A – SCOPE OF SERVICES

As a MENTOR to support NTUitive in its effort to promote entrepreneurship and technology commercialisation in particular in the following areas:

Ecosystem:

- Advise, mentor and coach entrepreneurs/start-ups
- Assist entrepreneurs to develop and implement strategies to help market their products/services, and
- Serve as a resource person for specific needs of NTUitive, including being on the business evaluation panel, judging panels etc.

Commercialisation/Venture Building:

- Guide faculty who wish to create a spin-off, develop and implement strategies to commercialise their technologies and raise funds
- Connect NTUitive staff to networks to facilitate licensing and industry adoption of NTU technology

Period of Service:

Equivalent of one day a week for 12 months from 1 April 2023 to 31 March 2024.

Reporting requirements:

Mentors are required to complete quarterly reports to NTUitive on their engagement and assistance rendered to entrepreneurs/start-ups.

ANNEX B – FEES AND OTHER EXPENSES

Monthly fees: \$2,000 per month, to be paid at the end of each month.

**ANNEX C:
CODE OF CONDUCT AND STATEMENT OF PRINCIPLES
(FOR ENTREPRENEUR IN RESIDENCE OR MENTORS)**

All EIR's or Mentors (here in after referred to as "Mentors") are expected to abide by this Statement of Principles that govern behavior, outline responsibilities, guards against conflict of interest, maintain confidentiality regarding proprietary information and manage financial involvement. This Statement is meant to avert conflicts and assure aspiring entrepreneurs that they will receive impartial third party advice.

The Statement of Principles is as follows:

1. A Mentor must not become financially involved with the ventures he is mentoring or take an operational role without the knowledge of NTUitive. If the Mentor wishes to invest or take an operational role, he should inform NTUitive and recuse himself from his role of Mentor with that particular venture. NTUitive may assign a new impartial Mentor to replace the participating mentor.
2. Any initiative pertaining to an operating role for a Mentor must come from the venture and be brought to the attention of NTUitive by the Mentor or the venture.
3. A Mentor may not solicit consulting work or other business relationships with the ventures that they are mentoring. Should a venture desire such a relationship, there must be a clearly defined need expressed by the venture to NTUitive.
4. A Mentor must maintain strict confidentiality concerning proprietary information revealed by ventures. All information and advice generated or received in connection with mentoring activities is presumed to be confidential. The venture alone determines whether to make a disclosure of confidential information.
5. A Mentor shall remain vigilant regarding any potential conflict of interest.
6. A Mentor is not expected to teach or give workshops although he may elect or volunteer to do so or if included in contract.
7. A Mentor should be mindful that by virtue of his seniority and experience he can overwhelm an inexperienced person and should act appropriately.
8. A Mentor may not solicit for free shares in consideration for assistance given to the venture.
9. It may be possible that a Mentor be asked to serve on ventures that are potential competitors. If such a conflict becomes known, the Mentor should inform NTUitive, and both parties will be informed. If the second party wishes, a separate Mentor will be assigned.
10. A Mentor may be dismissed for improper behavior. Some examples of improper behaviour include:
 - Abuse of power by Mentors over entrepreneurs who are less sophisticated,
 - Being interested only in economic gain,
 - Being interested only in promoting own services,
 - Being interested in promoting alliances with their existing companies,
 - Unauthorised or unintended disclosures of information about ventures,
 - Failure to meet commitments as Mentor, and
 - Undue pressure on ventures for other personal gain.
11. For avoidance of doubt, the term "ventures" includes services granted to entrepreneurs/faculty on NTUitive time pre-company formation.