THEMISON

Themison Aps
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CVR: 44224062

Internship and Non-Disclosure & Confidentiality Agreement

Dear Felix,

I am pleased to offer you an internship position at Themison Aps (the "**Company**"). In addition to confirming the offer, this letter will describe the terms and conditions of your internship.

This Internship and non-disclosure agreement (the "**Agreement**") is made on and effective as of [March 17, 2025] (the "**Effective Date**") between

Themison Aps
CVR: 44224062
Fruebjergvej 3, 2100, København Ø, Denmark
(the "**Company**")

and

Felix Fong Cheung Man
Address:
Phone Number:
CPR Number:
(the "**Recipient**")

(The Company and the Recipient shall be referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, (the "**Recipient**") desires a position as an Intern.

WHEREAS, (the "**Company**") is willing to offer the Recipient an internship on an unpaid basis (the "**Intership**").

WHEREAS, the Company and the Recipient enter into this agreement for the purpose of reducing to writing their arrangements for the Internship (the "**Agreement**").

WHEREAS,

A) The Company wishes to disclose Confidential Information (as defined in section 10) to the Recipient solely for the purposes of the internship being undertaken by the Recipient in the Company (the "**Internship**"); and

B) In consideration of the Company making available Confidential Information to the Recipient, the Recipient agrees and undertakes the terms of this Agreement.

THEREFORE, in consideration of the disclosure of Confidential Information and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.   Internship Position

The Company hereby offers the Recipient the position of **Back-End Developer** on a temporary and unpaid basis.

2.   Basis of the Internship

The Parties agree that the Internship shall be for educational purposes only and there shall not be any commercial aspect. The Recipient acknowledges and agrees that at the conclusion of the Internship, the Company shall be under no obligation to offer to the Recipient any position on an employer/employee or any other basis.

3.   Term of the Internship

The term of the Internship shall commence on ("Effective Date") and shall continue for a period of [3 months], at the end of which period this Agreement shall be terminated for all purposes ("Termination Date").

4.   Nature of the Relationship

The Parties agree that during the Term of the Internship, the relationship between the Company and the Recipient shall be on an independent contractor basis and not an employer/employee relationship.

5.   Internship Hours

The Recipient shall commit to working between (37) hours per week during the term of this internship. The distribution of these hours shall be flexible, allowing the Recipient to allocate the agreed hours across the week as best fits their schedule and the needs of the Company. The specific scheduling of these hours may be adjusted by mutual agreement between the Recipient and their supervisor to accommodate varying weekly demands and priorities.

6.   Compensation

6.1   The Parties agree that the Internship shall be on an unpaid basis throughout the Term and that the Recipient shall receive no financial compensation of any nature for the performance of the duties referenced in this Agreement.

6.2   The Recipient acknowledges and agrees that his/her compensation for the services to be performed for the Company pursuant to this Agreement shall be in the form of knowledge, training and experience.

6.3   The Company will reimburse the Recipient with all expenses relating to the Internship, such as travel expenses should there be any.

7.   Duties

This internship focuses on developing the backend infrastructure for trial protocol storage, AI-powered search integration, and database management. The intern will be responsible for structuring the storage system for clinical trial protocols, designing an efficient document uploading and indexing process, and implementing an AI-powered search system using OpenAI's API.

Objectives & Responsibilities:
Objective 1: Develop Backend Infrastructure for Trial Protocol Storage & AI Search Integration
The intern will create a structured storage system for clinical trial protocols and implement AI-powered search functionalities to enhance document retrieval.
Tasks:
A. Trial Protocol Storage & Organization:
- Develop a structured storage system to organize and link clinical trial protocols to relevant trial data.

- Ensure proper categorization and metadata tagging for optimized document searchability.

- Design an efficient document uploading process with automated indexing for quick retrieval.

B. AI Search Integration:
- Develop the search engine backend and connect it to OpenAI's API for intelligent natural language query processing.

- Implement context-aware search logic to return precise, relevant results based on clinician queries.

- Optimize search accuracy and response time through algorithm tuning and query expansion techniques.

Objective 2: API Integration for AI-Powered Document Retrieval & Summarization

The intern will integrate an AI-powered search and retrieval system, ensuring accurate, fast, and intelligent document access for clinicians which will enable real-time AI-powered document retrieval and automated summarization.

Tasks:

A. Backend API Development:
- Design and implement API endpoints for AI-driven document retrieval and content summarization.
- Integrate OpenAI's API with the trial search engine to enable contextual search functionality.
- Ensure APIs handle dynamic search requests and return structured, meaningful outputs.

B. Query Processing & Optimization:
- Develop query interpretation logic to accurately map clinician searches to relevant documents.
- Optimize search pipelines to improve response accuracy and latency.
- Implement real-time AI-generated summaries, enabling quick insights from retrieved documents.
- Design and implement a highly structured Supabase database schema for storing trial documents, search data, and user activity logs.

These responsibilities may evolve based on company needs and the intern's skillset.

The Company shall be at liberty to add to or change the above duties as and when required by its operations.

8.   Recipient's Warranties and Undertakings

The Recipient undertakes that during the Internship, he/she shall: a) prioritize the best interest of the Company in all things; b) act in good faith and honestly at all times; c) be punctual at all times: d) perform all his/her duties attentively and to the best of his/her abilities; and e) not be violating the rights of any third party by entering this Agreement.

9.   Intellectual Property

9.1   The Recipient acknowledges that he/she will have access to the confidential information, patents, trade secrets and the Intellectual Property of the Company (collectively "IPR"). The Recipient agrees that: a) the IPR shall remain the exclusive property of the Company at all times; b) he/she is only authorized to use the IPR in the performance of the duties referenced in Clause 7;

9.2   The Recipient agrees that any IPR developed, created, collaborated in, or contributed to by them, in connection with their access to Confidential Information, shall be the sole and exclusive property of the Company. The Recipient hereby assigns and transfers all rights, title, and interest in such IPR to the Company and shall, upon request, execute any necessary documents to formalize this transfer.

9.3   The Recipient shall retain ownership of any intellectual property independently developed during or after this Agreement, provided that such intellectual property is developed without any use of the Company's Confidential Information.

9.4   The Recipient agrees to execute any necessary documents to formally assign rights to the Company for any work product that is directly derived from the Company's Confidential Information.

10.   Confidential Information

10.1   Confidential Information includes, but is not limited to, trade secrets, business plans, proprietary technology, financial data, product designs, marketing strategies, project details, and any personal data such as health information, biometric data, location data, or identifiers related to an individual's identity.

10.2   The term "Confidential Information" does not include information that the Recipient, via written records, can demonstrate is generally and publicly known and available within the public domain at the time of disclosure to the Recipient by the Company, or after disclosure, becomes generally and publicly known and available without the Recipient being in breach of this Agreement.

10.3   Confidential Information shall not include any personal data regulated under the General Data Protection Regulation (GDPR) or the Danish Data Protection Act. The Company shall be solely responsible for GDPR compliance in its role as a data controller. The Recipient shall not be held liable for any breach of GDPR obligations unless they actively process such data as a data processor under written instructions from the Company.

11.   Confidentiality and Non-Use

11.1   The Recipient agrees that all Confidential Information shall be kept confidential and used, accessed, and disclosed solely for, and in connection with, the Internship and for the purpose of understanding the business operations of the Company. The Recipient shall not use Confidential Information for any personal benefit, competitive advantage, or for any purpose outside the scope of the Internship.

11.2 The Recipient agrees that it shall protect Confidential Information from unauthorized use, access, and/or disclosure with no less than a reasonable degree of care.

11.3 The Recipient may not, without the prior and express written consent of the Company, disclose, copy, reproduce, distribute, share, or transfer Confidential Information to any third party.

12. Ownership of Confidential Information

12.1 All Confidential Information shall remain the property of the Company. Disclosure of Confidential Information does not constitute an express or implied grant to the Recipient of any rights to or under the Company's intellectual property rights, e.g. patents, copyrights, trade secrets, trademarks, or any other intellectual property rights.

12.2 Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, the Recipient may not use any tradename, trademark, logo, or any other proprietary rights of the Company in any manner without the prior and express written authorization of such use by the Company.

13. Return and/or Deletion of Confidential Information

13.1 Upon request from the Company and/or upon termination or expiration of the Internship, the Recipient shall (i) return all Confidential Information, including, without limitation, all originals, copies, notes, correspondence, reports, presentations, and/or derivative works created therefrom, in hardcopy form or format, or any other information or documents that contain or are based in the Confidential Information, and/or (ii) upon instruction from the Company, delete and erase all Confidential Information, including, without limitation, all originals, copies and/or derivative works created therefrom, in electronic, magnetic, and/or any other non-hardcopy, or softcopy, form or format and located on any and all types of media, systems, servers, disks, and devices. The return or destruction of Confidential Information will not affect the Recipient's obligations hereunder, all of which shall continue in effect.

13.2 The Recipient shall certify in writing to the Company that all Confidential Information has been returned and/or deleted and erased, as the case may be, and no copies retained.

14. Survival

14.1 Confidentiality obligations regarding trade secrets shall remain in effect indefinitely, provided that the Company continues to take reasonable steps to protect such trade secrets.

14.2 Confidentiality obligations regarding all non-trade secret information shall remain in effect for a period of [6] months from the date of disclosure, after which the Recipient shall no longer be bound by confidentiality for non-trade secrets.

15.   No Partnership

Nothing in this Agreement shall be construed as creating a partnership between the Parties or as constituting the Recipient as the agent of the Company for any purpose whatsoever and the Recipient shall not have the authority to bind the Company or to contract in the name of or create a liability against the Company in any way for any purpose. No claims for payment of remuneration shall be deemed established under or as a consequence of any work carried out under this Agreement.

16.   Restrictive Covenants

16.1 The Recipient will not, directly or indirectly, during the period of the Internship, and six (6) months after the end of the Internship:

a)   enter into business or partner relationships with clients and contractors of the Company as well as with business partners and employees of the Company, who work on the basis of a labour contract, as well as with persons, who collaborate with the Company on a contractual basis, on the matter on which they collaborate with the Company, about whose cooperation with the Company the Recipient became acquainted during the course of its cooperation with the Company.

b)   offer to the contractors and clients of the Company the services or services of the third persons that compete with services, provided by the Company, about whose cooperation with the Company the Recipient became acquainted during the course of its cooperation with the Company.

c)   initiate contractors, partners, and employees of the Company to the collaboration on matters of their collaboration with the Company, about whose cooperation with the Company the Recipient became acquainted during the course of its cooperation with the Company.

d)   be a competitor to the Company or be engaged in or concerned in any capacity in any business concern which is in competition with or is preparing to compete with or is the same as the Company.

e)   carry on business in competition with the Company in association with, whether as a partner, an employer, employee, joint venture, or co-director or otherwise howsoever, any employee of the Company.

f) employ or engage, or solicit or assist in soliciting for employment or engagement, or otherwise endeavour to entice away from the Company, any employee, intern, consultant, or contractor of the Company.

g) provide the services provided by the Company whether directly or indirectly.

16.2 The obligations imposed on you by this section extend to you acting not only on your own account by yourself, or in conjunction with or by your employees or agents or otherwise but also on behalf of or through or in conjunction with any other firm, company, business entity or other person or organisation whatsoever and shall apply whether you act directly or indirectly.

17. Indemnification

17.1 The Recipient's liability under this Agreement shall be capped at [200.000] DKK, except in cases of willful misconduct or gross negligence.

17.2 The Recipient shall not be liable for indirect, incidental, consequential, or special damages, including lost profits, unless such damages arise directly from willful misconduct or fraudulent actions by the Recipient.

17.3 Any claims under this Agreement must be filed within three (3) years from the date the alleged breach occurred, in accordance with the Danish Time Limitation Act.

18. Termination

This Agreement will or may terminate if a) it is not extended by the parties [15] days prior to the Termination Date; b) the Parties mutually agree terminate the Agreement in writing; c) if the Recipient is in breach of the Internship and the Company issues a notice of termination without the need for any notice period; and d) either Party may terminate this Agreement by giving the other Party a notice in writing of not less than [15] days terminating this Agreement. Following termination of this Agreement, the Recipient shall return to the Company all property of the Company in the possession of the Recipient, including any IPR.

19. Miscellaneous

19.1 This Agreement sets out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement.

19.2 The failure by the Company to require strict performance by you of any obligation under this Agreement or failure by the Company to exercise any of the Company's rights under this Agreement shall not waive or diminish the Company's rights to require strict performance of such obligation or to exercise such rights.

19.3 This Agreement shall not be modified, revised, altered, or otherwise amended except in writing, signed by each Party.

19.4 The various provisions and sub-provisions of this Agreement are severable, and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts.

19.5 A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver shall not prevent the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

19.6 The Recipient shall not assign or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the Company.

19.7 Any oral agreements or modifications shall be deemed unenforceable under the Danish Contracts Act.

19.8 This Agreement shall be governed by and construed and enforced in accordance with Danish law, without regard to any choice of law principles. Any dispute or matter arising out of, or related to, this Agreement shall be subject to the exclusive venue and jurisdiction of the Danish ordinary courts.

20. Exceptions

The confidentiality obligations under this Agreement shall not apply to information that:

20.1 Is or becomes publicly available through no breach of this Agreement by the Recipient.

20.2 Is received lawfully from a third party without restriction.

20.3 Is independently developed by the Recipient without reference to the Disclosing Party's Confidential Information.

This Agreement is hereby accepted by the Company and the Recipient as of the Effective Date:

For and on behalf of the Company:

For and on behalf of the Recipient:

_____
Name: Juan Miguel Lopez
Title: CEO

_____
Name: Felix Fong Cheung Man
Title: Back-End Developer