
VOLUNTEER AGREEMENT

Frog Porridge Pte. Ltd.
UEN 201500000A

Tadpole Jumper
Passport P00000000A

JOYFUL FROG DIGITAL INCUBATOR

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V O L U N T E E R A G R E E M E N T

This agreement is dated Friday 29 May 2015

between:

- (1) Tadpole Jumper (Passport P00000000A), a citizen of Singapore resident at (or receiving official notices at) 3 Forest Lane, Boughdell, Narnia 1139 with email address <tadpole@frogporridge.example.com> (the “**Volunteer**”);
- (2) Frog Porridge Pte. Ltd. (UEN 201500000A), a company incorporated in Singapore with its registered office at 33 Pond Lane, Willowmere, Narnia 1138 and email address <directors@frogporridge.example.com> (the “**Company**”).

This document establishes confidentiality, non-compete, and IP assignment between the Company and the founders, who are unpaid volunteers.

Whereas:

- (A) The Volunteer desires to contribute to the Company for a defined period of time without compensation or expectation of compensation beyond reimbursement;
- (B) The Company and the Volunteer now enter into this Agreement to confirm ownership of certain Achievements (as defined below) that may be created during the Volunteer’s term of service with the Company and to regulate other matters concerning intellectual property rights, non-competition, and confidentiality.

Now it is hereby agreed as follows:-

1 DEFINITIONS

In this Agreement and in the Recitals abovementioned, unless the context otherwise requires:

- 1.1 *Affiliated Corporation* in relation to any persons or corporation means a corporation that directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with that first-mentioned person or corporation;
- 1.2 *Competitor* means any third party engaged in or carrying on business activities which are similar to or competitive with the Business, as determined by the Board;
- 1.3 *Company* shall include its successors, assigns and respective legal representatives;
- 1.4 *Company Business* means the business and undertakings of the Company which the Company may now or hereafter engage, comprising, amongst other things, all the businesses, services, undertaking, assets and activities of, related to, or arising from, Frog Porridge Pte. Ltd., which is the development and deployment of high-tech software and services, including but not limited to all of the Company’s actual or demonstrably anticipated research and development activities.
- 1.5 *Company-owned Achievements* means Achievements of Work and all other Achievements assigned to the Company pursuant to this Agreement.

- 1.6 *Achievements* means all inventions, discoveries, designs, processes, formulæ, innovations, developments and improvements, types of works (including but not limited to computer software, articles, reports, drawings, technical drawings, blueprints, advertisements, sales materials and logos), whether or not patentable, registrable or copyrightable; knowhow; and trade secrets.
- 1.7 *Achievements of Work* means all Achievements that are conceived, created, developed, reduced into practice or expressed in a tangible form by the Volunteer (solely or jointly with other persons) during the Volunteer's period of service with the Company (including any period of volunteership or employment prior or subsequent to the date of this Agreement) and that fulfil at least one of the following two conditions:
- 1.7.1 relate to an essential aspect of the Company Business;
 - 1.7.2 constitute works for hire, works of employment, invention-creations of employment or other technological results of employment under applicable laws and regulations.
- 1.8 *Intellectual Property Rights* includes the full benefit (subject to the obligations) of all patents, trademarks and other marks, registered designs (and applications for all the same), copyrights, trade and business names, supply distributorship agency and other like agreements, inventions, discoveries, improvements, designs, techniques, computer programs and other confidential processes and information and knowhow and any licences in connection with any of the same and full right to all intellectual property and legal protection relating to the same and in every case (unless the context otherwise requires) of or belonging to the Company;
- 1.9 *Opensource Project* means works which are licensed under any license approved by the Open Source Initiative (opensource.org/licenses);

and other defined terms, if not defined above, have the same meaning as used in the Company's Articles of Association.

Except where the context otherwise requires, words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated, any state or any agency thereof and any other entity.

Headings, marginal sidenotes, and graphic art are for ease of reference only and have no legal effect. Reference to Articles are to Articles of this Agreement and references to this Agreement includes any amendments or supplementals thereto.

Except where the context otherwise requires, references to any person include its successors and permitted assignees.

References in this Agreement to a time of day are to Singapore time.

Any document expressed to be in the "approved form" means a document in the form or substantially in the form approved by (and signed for identification by or on behalf of) the Parties.

Except where the context otherwise requires, Articles which refer to the “Company” shall apply *mutatis mutandis* to subsidiaries or successors of the Company which may from time to time be established.

Any reference in this Agreement to a Shareholder procuring and derivative terms thereof (including “**shall procure**”), shall only oblige the Shareholder to exercise its voting rights in the Company to vote in favour of the Company performing its obligation as required.

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore.

2 NO EMPLOYMENT RELATIONSHIP ASSUMED

- 2.1 The Volunteer is volunteering their time and energy on behalf of the Company for their own reasons and expects no salary compensation during the Term of this Agreement.

3 VOLUNTEER’S TERM OF SERVICE

- 3.1 This Agreement shall be effective upon execution and shall remain in full force and effect until the execution of any subsequent volunteer or employment agreement. This Agreement may be extended by the Parties through a contract extension agreement.

4 NON-COMPETITION

- 4.1 The Volunteer shall not and shall procure that their Affiliated Corporations shall not do or permit to be done any of the following:
- 4.1.1 either solely or jointly with or on behalf of any person directly or indirectly carry on or be engaged or interested in or otherwise manage or assist any business which is substantially similar or materially identical to the Company Business (unless such business is a subsidiary, parent, or otherwise part of the same group of holdings as the Company) up to the expiration of a twelve (12) month period after the termination of this Agreement or the termination of their directorship or volunteership, whichever is the earlier;
 - 4.1.2 solicit or entice away or endeavour to solicit or entice away any director, volunteer, or employee of the Company at any time during the duration of this Agreement or for a period of twelve (12) months after such director or employee has terminated their directorship or employment in the Company; or
 - 4.1.3 cause or permit any person directly or indirectly under its Control to do any of the foregoing acts or things.
- 4.2 Each undertaking contained in the clause above shall be read and construed independently of the other covenants therein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants shall be valid to the extent that they are not held to be so invalid.

- 4.3 While the covenants in that clause above are considered by the Parties to be reasonable in all the circumstances, if one or more should be held invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said covenants shall apply with such modifications as may be necessary to make them valid and effective.

5 DISCLAIMER AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Volunteer hereby assigns all Achievements created during the Term of Service, and which fulfill the definition of "Achievements of Work", to the Company. All Achievements of Work shall be the sole property of the Company and shall belong to the Company in all countries and regions of the world, with the exception of the Volunteer's right to claim authorship and the right not to suffer false attribution of authorship that can only vest in the Volunteer according to law.
- 5.2 Any Achievements created by the Volunteer during or prior to the Term of Service, which do not fulfill the definition of "Achievements of Work", and are not incorporated into a Company product, process or machine, shall remain with the Volunteer. The Volunteer represents and warrants that he/she has attached to this Agreement, as Exhibit A, a list describing with particularity inventions, original works of authorship, developments, improvements and trade secrets which were made by him prior to the term of employment with the Company (collectively referred to as "**Prior Inventions**"), which belong solely to him or belong to him jointly with another, which may relate in any way to the Company Business and which are not assigned to the Company under this Agreement. This list shall not be considered exhaustive, and the absence of such a list shall not imply that such Achievements do not exist.
- 5.3 If, during the Term of Service, the Volunteer incorporates into a Company product, process or machine (a) a prior invention owned by the Volunteer or in which the Volunteer holds a vested, accrued or pending interest whether legally or beneficially, or (b) an Achievement created during the Term of Service which does not fulfill the definition of "Achievement of Work", the Company is hereby granted and shall have a royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine. The Volunteer represents and warrants that the provisions of this Agreement whether or not such Prior Invention is listed in Exhibit A apply to all Achievements in which the Volunteer has any rights or interests, and the Volunteer hereby releases the Company and its successors, assigns, affiliates, licensees, directors, employees and agents (collectively, "**Affiliates**") from all liability to the Volunteer based on the use or disclosure of any such Achievements by the Company or any Affiliate.

- 5.4 The Volunteer shall not be required to assign to the Company any Achievements that fulfill all of the following conditions:
- 5.4.1 that the Volunteer created entirely on his own time, without using any of the Company's equipment, supplies, facilities or trade secrets;
 - 5.4.2 that do not relate in any way, directly or indirectly, to the Company Business; and
 - 5.4.3 that do not result, directly or indirectly, from any work that the Volunteer performs for the Company;
- 5.5 The Volunteer shall not be required to assign to the Company any Achievements that are contributed to an Opensource Project to which the Volunteer was already a recognized contributor prior to the Term of this Agreement. A list of such projects may be attached to this Agreement, as Exhibit B, but any such list shall not be considered exhaustive and the absence of such a list shall not imply that such Achievements do not exist.
- 5.6 The Volunteer shall disclose to the Company in confidence all such Achievements, whether created solely by the Volunteer or jointly with other persons, during the Term of Service, that the Volunteer considers to be his property or part of an Opensource Project, and not subject to the provisions of this Agreement, together with such supporting documents as the Company may reasonably request.
- 5.7 >The Volunteer further agrees that, except as expressly provided in this Agreement or as otherwise agreed in writing by the Company, he or she has no right to, and will not directly or indirectly:
- 5.7.1 reproduce, adapt, modify, translate, manufacture, market, publish, distribute, sell, license or sublicense, transfer, rent, lease, transmit, broadcast, display or use the Company-owned Achievements or any portion or copy thereof in any form, in a fashion beyond the Company's control;
 - 5.7.2 create derivative works from, provide access electronically to, or enter into computer memory beyond the Company's control the Company-owned Achievements or any portion or copy thereof in any form;
 - 5.7.3 apply for, or apply to register, any patent, copyright, trademark or other industrial property right or intellectual property right in or related to the Company-owned Achievements, in Singapore or any other country or region;
 - 5.7.4 cause other persons to do any of the above;

but nothing in this Clause 5.7 shall prevent the Volunteer from maintaining a working copy of Company-owned Achievements on the Volunteer's personal computing devices during the term of service provided always that all such devices shall be secured at least with a password and preferably disk encryption.

- 5.8 Where applicable laws and regulations require that certain rights in any Company-owned Achievement must vest in the Volunteer and do not permit the parties contractually to agree otherwise with respect to such vesting, the parties hereto agree to handle the matter in accordance with the following provisions:
- 5.8.1 Where applicable laws and regulations permit the assignment of all or part of such rights, the Volunteer shall assign such rights to the Company to the fullest extent possible.
- 5.8.2 If, under applicable laws and regulations, the Volunteer is unable to assign all or any part of such rights to the Company, or if approval of such assignment is required from a government authority and such approval is not granted, the Volunteer hereby licenses to the Company such rights as cannot be assigned, in order that the Company and its successors shall have the complete right to use and right to exploit the Company-owned Achievement (and modified and derivative works). The license of rights under this clause 5.8.2 shall be perpetual, free of charge, irrevocable, exclusive (excluding both the Volunteer and all third parties), worldwide and transferable, and the Company shall have the right to sub-license.
- 5.8.3 The Volunteer agrees not to exercise any rights in the Company-owned Achievement that by law cannot be assigned or licensed to the Company pursuant to Clauses 5.8.1 or 5.8.2 above, including but not limited to right to claim authorship and the right not to suffer false attribution of authorship, except with the prior written consent of the Company.
- 5.9 The Volunteer agrees that any Achievement that relates to an essential aspect of the Company Business and that the Volunteer discloses to a third person or describes in any application to register any form of intellectual property or propriety right (filed by the Volunteer or on behalf of the Volunteer) within one (1) year following termination of service shall be deemed to be a Company-owned Achievement subject to the terms and conditions of this Agreement, unless the Volunteer proves that such Achievement was conceived, created or developed, and first reduced into practice or expressed in a tangible form, by the Volunteer following termination of service without any use of Company's Confidential Information (as defined below), resources or Achievements.
- 6 CONFIDENTIALITY
- 6.1 With respect to technical information (such as methods, know-how, formulæ, compositions, processes, discoveries, machines, models, devices, specifications, inventions, computer programs, research projects and similar items), business information (such as information about costs, profits, purchasing, market, sales or customer lists), information about future developments (such as research and development or future marketing or merchandising), and other secret or proprietary information or data ("**Confidential Information**") that the Company provides to the Volunteer or that the Volunteer otherwise has access to during the term of service, the Volunteer undertakes to use the Confidential Information only for the fulfillment of his or her job-related duties as assigned by the Company and promptly to return the Confidential Information and all copies thereof to the Company upon request. The Volunteer further agrees not to disclose or convey any Confidential Information to any third persons without prior, written authorization from the Company.

- 6.2 All records, computer programs, computer-stored information, computer disks and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, customer lists, other documents, equipment and the like relating in any way to the Company Business, whether or not prepared by the Volunteer, shall remain the Company's sole property, and shall not be permanently removed from the Company's premises or control without the Company's prior, written consent. The Volunteer shall not make unauthorized copies of any such information or items. Upon termination of service, or otherwise upon the Company's request, the Volunteer shall promptly return to the Company all tangible forms of such information or items, and all copies and extracts thereof, and delete any such items in the Volunteer's personal possession. The Volunteer agrees not to make or retain any copies or extracts of any such information or items, and agrees to provide written confirmation to the Company upon termination of service or otherwise upon the Company's request.
- 6.3 The Volunteer agrees to obtain the written consent of the Company prior to any publication, written or oral, of any information not already public regarding any aspect of the Company's business, customers, suppliers, employees, volunteers, shareholders, directors or managers. The Volunteer acknowledges that the Company shall have the authority to decide whether or not such information may be published and the Company may exercise such authority without any liability to the Volunteer.
- 6.4 The Volunteer recognises that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Volunteer agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out work for the Company consistent with the Company's agreement with such third party.
- 6.5 The Volunteer's obligations under this Article 6 shall survive the expiration or termination of this Agreement and the termination of the service relationship between the Company and the Volunteer.

7 OTHER UNDERTAKINGS

- 7.1 The Volunteer represents and warrants to the Company that he has not concluded any agreement with any other person that would preclude the Volunteer's full compliance with the terms and conditions of this Agreement.
- 7.2 The Volunteer represents and warrants to the Company that he has not brought, will not bring, and will not use in the performance of his duties with the Company or induce the Company to use, any inventions or proprietary or confidential information of a former employer without that employer's written consent. The Volunteer agrees not to disclose to the Company any trade secrets of any former employer. The Volunteer further represents and warrants to the Company that his service with the Company will not cause him to violate any obligation to any other person or disclose any confidence of any other person.
- 7.3 If under applicable laws and regulations, approvals, registrations or other procedures are required for the provisions of this Agreement to become effective, or approvals or other procedures are necessary for the Volunteer to perform its obligations hereunder, then the Volunteer undertakes to assist the Company in carrying out the relevant procedures and to sign all necessary documents.

- 7.4 The Volunteer undertakes to provide without compensation, during and after the term of service with the Company, all assistance requested by the Company (the Company will reimburse actual costs) to protect and secure the Company's rights and interests in all Company-owned Achievements and any copyrights, patents, trademarks or other intellectual property rights relating thereto, including but not limited to signing documents and giving testimony required in the course of the Company applying for or maintaining any patent or copyright, or in the course of any litigation or other legal proceeding related to any Company-owned Achievements, anywhere in the world. For example, but without limiting the generality of the foregoing, the Volunteer agrees to execute all applications, specifications, oaths, assignments, recordings, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Company-owned Achievements, and any copyrights, patents, or other intellectual property rights relating thereto and that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of the Volunteer's mental or physical incapacity or unavailability or for any other reason to secure the Volunteer's signature to apply for or to pursue any application for any Singapore or foreign patents or copyright registrations covering the Company-owned Achievements, then the Volunteer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agent and attorney in fact, to act for and on his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by the Volunteer. The Volunteer hereby waives and irrevocably quits claim to the Company any and all claims, of any nature whatsoever, which the Volunteer now or hereafter has for infringement of any and all rights assigned to the Company.

8 GOVERNING LAW

- 8.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of this Agreement or its formation) shall be governed by and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the jurisdiction of the Courts of the Republic of Singapore.
- 8.2 Notwithstanding any provisions to the contrary in this Agreement, in the event of any dispute or difference arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) whether during the continuance of this Agreement or at any time after the termination hereof, the parties shall first attempt to resolve the same by negotiation in good faith or through mediation at the Singapore Mediation Centre ("SMC") between the appointed representative of the respective Parties.

- 8.3 In the event that the dispute or difference shall remain unresolved within thirty (30) days upon conclusion of such negotiation or mediation, any Party shall be entitled to refer the dispute to arbitration in Singapore in accordance with the Law Society of Singapore Arbitration Scheme ("LSAS") following the LawSoc Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference to this Clause 8. The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed by the President of the Law Society of Singapore, under the LawSoc Arbitration Rules. The language of the arbitration shall be English. Any award made hereunder shall be final and binding upon the Parties and judgement on such award may be entered in any court or tribunal having jurisdiction thereof.
- 8.4 Pending the resolution or final determination of the dispute or difference pursuant to this Clause 8, the Parties shall procure that the Company shall, as far as practicable, continue to carry on its day-to-day business, having regard to the dispute or difference.
- 8.5 Notwithstanding the foregoing, each of the Parties reserves its right to immediately commence any interim Court action such as an injunction against any of the other Parties to enforce the terms of this Agreement in a forum of its choice.
- 8.6 This Clause 8 shall survive the termination of this Agreement for any reason whatsoever.

9 MISCELLANEOUS

- 9.1 The Volunteer acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of independent legal counsel, and he has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.
- 9.2 Where any part of this Agreement is invalid, the other parts of this Agreement shall continue in full force and effect.
- 9.3 This Agreement shall be binding on the parties and their respective successors and assigns.
- 9.4 To be effective, all amendments to this Agreement require a written agreement signed by both parties.
- 9.5 Any subsequent change or changes in the Volunteer's duties, obligations, rights or compensation, including without limitation termination of the Volunteer Agreement or conversion of the relationship to employment, will not affect the validity or scope of this Agreement.
- 9.6 This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between them.
- 9.7 This Agreement is signed in the English language.
- 9.8 The provisions of this Agreement shall survive the termination of volunteership with the Company and the assignment of this Agreement by the Company to any successor in interest or other assignee.

S I G N A T U R E S

In witness whereof we have hereunto set our hand on Friday 29 May 2015

Volunteer:

Tadpole Jumper	
Passport P00000000A	
tadpole@frogporridge.example.com	

On behalf of the Company:

Frog Porridge Pte. Ltd.	
UEN 201500000A	
directors@frogporridge.example.com	

EXHIBIT A: DISCLOSURE OF PRIOR INVENTIONS

A list of Works which the Volunteer previously created and owns, and are related to some aspect of the Company Business, but which are not assigned to the Company

EXHIBIT B: DISCLOSURE OF OPENSOURCE PROJECTS

A list of Opensource Projects to which the Volunteer
contributes Work which the Company does not own