



**PERSONAL, PRIVATE AND CONFIDENTIAL**

**Gerry Yang**

**16 Dalriada Walk, Knocklyon, D16TY74**

**TERMS AND CONDITIONS OF INTERNSHIP**

**25/04/2024**

Dear Gerry,

The purpose of this letter is to set out the terms and conditions that will apply to your employment with Noloco Limited with its registered address at 77 Camden Street Lower, Dublin D02 XE80, Ireland (the "**Company**") with effect from 06/05/2024. For the purposes of this letter:

"**Agreement**" means the terms and conditions set out in this letter, together with any supplemental terms and conditions agreed between us in the future in writing;

"**Associated Company**" means in relation to the Company, an undertaking which: (i) is a "subsidiary" or "holding company" of the Company, as such terms are defined in section 7 and section 8, respectively, of the Companies Act 2014; and/or (ii) belongs to the same "group of companies" (as defined in section 8 of the Companies Act 2014) as the Company; and/or (iii) is an "undertaking of substantial interest" (as defined by section 314 of the Companies Act 2014) of the Company or of any company which belongs to the same group of companies (as defined in section 8 of the Companies Act 2014) as the Company; and/or (iv) is an undertaking for whom or on whose behalf you carry out duties at the request of the Company;

"**Board**" means the board of directors of the Company from time to time;

"**Group**" means the Company and all Associated Companies;

"**IPR**" means all intellectual property rights including patents (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including rights in respect of software), internet designations (including domain names), topography rights (including rights in respect of mask works and semiconductors), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets for the full term of such rights and including any extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world;

"**Items**" means access cards, badges, keys, files, records, corporate credit cards, Company car, Company mobile or smartphone, Company tablet or laptop and any documents, reports, drawings, photographs, designs, specifications, formulae, plans, samples, research or development information, prototypes, tools, equipment, proposals, marketing or sales plans, customer information, customer lists, patient lists, patient information, regulatory files, financial data, costs, pricing information, supplier information, business, marketing, acquisition, or pricing strategies, written, printed or graphic matter, or other information and materials that concern the Group or relate to its activities that come into your possession or about which you have knowledge by reason of your employment with the Company.

"**Relevant Business**" means the business of a Software development and services company, providing an online platform for customers to create web-based applications for internal use within their organisation or external use with customers or partners, involving the set-up and connection to internal and external data sources, application design and configuration, and creation of automations and integrations with other third party platforms;





**"Termination Date"** means the effective date of termination of your employment being 21st June 2024.

**"Trade Secrets"** means information, including a formula, pattern, compilation, program, device, method, technique, process, drawing, cost data, or customer list that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## 1. COMMENCEMENT DATE, POSITION

- 1.1. Your full-time internship with the Company will commence on 6th May 2024 and terminate on 21st June 2024.
- 1.2. You will be employed in the position of Software Engineer for the duration of the internship to the Termination Date.
- 1.3. You warrant that you are not bound by any obligations that prevent you from starting employment with the Company on 6th May 2024 or which otherwise prevent or restrict you from carrying out any of your duties under this Agreement.
- 1.4. You represent and warrant to the Company that, by entering into this agreement or performing any of your obligations under it, you will not breach any court order or any obligations to any third party (whether express or implied) and you undertake to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result of any claim that you are in breach of any such obligations.
- 1.5. You warrant that all information that has been provided to the Company up to and including the execution of this Agreement in relation to your personal details, qualifications, work experience and all related information provided to the Company in connection with your hiring is true and that you have not misled the Company in any material respect. This Agreement is entered into on the condition and understanding that the information provided by you in discussions with representatives of the Company is true and accurate; and you have fully disclosed information which should be considered by the Company, and which may impact upon this Agreement or your future employment with the Company.
- 1.6. The internship may be extended by notice in writing but in all events will not exceed eleven months. The internship is subject to termination during any stage of it on giving, or being given, one week's notice or, at management discretion, pay in lieu of notice.
- 1.7. You acknowledge that this is a fixed-term contract of employment and that therefore the provisions of the Unfair Dismissals Act 1977-2021 shall not apply to the termination thereof.

## 2. PLACE OF WORK

- 2.1. Your normal place of work will initially be your residence at 16 Dalriada Walk, Knocklyon, D16TY74 (as may change from time to time). The Employee shall comply with any policies and procedures issued by the Company with regard to home working or remote working.
- 2.2. You will be required from time to time to travel to and work temporarily at other places, in Ireland and abroad, as required for the proper performance of your duties.

## 3. HOURS OF WORK





- 3.1. Your core working hours are 9:00a.m. to 6:00 p.m. Monday through Friday. However, given your position, you are required to be flexible in relation to your hours, which will be such as may be requisite for the proper discharge of your duties. You will not receive additional compensation for working or traveling outside normal working hours.

#### 4. REPORTING

You will report to the Chief Executive Officer (CEO). You will furnish to the CEO particulars of any matters concerned with and arising out of the activities of the Company and any Associated Company for which you have responsibility, to such extent and in such form and detail as may be required from time to time. Your reporting line may be changed as required to reflect changes in the Company's organisational structure.

#### 5. DUTIES

- 5.1. You will carry out such duties, discharge such responsibilities and exercise such powers commensurate with your position as are assigned to you from time to time. Your specific responsibilities/duties may be altered from time to time by the Company, as the circumstances of the business dictate.
- 5.2. You agree that at all times during your employment with the Company you will:
- 5.2.1. devote the whole of your working time with the Company to the duties assigned to you;
  - 5.2.2. faithfully and diligently serve the Company;
  - 5.2.3. diligently and faithfully perform all the duties and exercise all the powers of your position and such other functions within the Group, not being inconsistent with your position with the Company and any other role that you may hold in respect of the Company or any Associated Company, as the Company may require, to the best of your ability giving the Company the full benefit of your knowledge, expertise and technical skill;
  - 5.2.4. hold offices in the Company or any Associated Company as requested by the Company without any additional remuneration;
  - 5.2.5. act only in such a way as to promote and protect the interests of the Company;
  - 5.2.6. comply with all reasonable and lawful directions given to you by the Company;
  - 5.2.7. comply with all Company policies and procedures notified to you from time to time.
- 5.3. You will use your best endeavours to promote the interests, business and welfare of the Company and will not, without first obtaining the consent of the Company in writing, either solely or jointly with or as director or manager or agent of any other person or persons, firm or corporation or in any other capacity directly or indirectly carry on or be engaged or (save as the holder or beneficial owner for investment purposes of not more than 5% in nominal value of any class of securities of any company quoted on any recognised public stock market) ("**Investment**"), be concerned or interested in any business other than that carried



on by the Group.

- 5.4. The Company reserves the right to transfer your services temporarily to another department, division, branch or Associated Company, and will do so in consultation with you.

## **6. REMUNERATION**

- 6.1. The full-time annual salary for your position is €36,000 gross.
- 6.2. Your salary is deemed to accrue from day to day. This will be paid to you monthly in arrears by credit transfer directly to your nominated bank account on or around the 27<sup>th</sup> day of the month.
- 6.3. The Company will deduct from your salary any other payments or benefits due to you under this Agreement including all income tax, social insurance contributions, the universal social charge and any other contributions and deductions as may be required by law from time to time.

## **7. EXPENSES**

Expenses incurred by you on Company business will be reimbursed by the Company in accordance with the Company's expenses policy in effect from time to time.

## **8. HOLIDAYS**

- 8.1. You will be entitled to 25 days paid annual leave per annum pro-rated if you work part of the holiday year, in addition to your right to be compensated in respect of the nine annual Irish public holidays.
- 8.2. The Company's holiday year runs from 1 January to 31 December.
- 8.3. Your holidays will be taken at such time, or times, as is reasonable having regard to the requirements of the business of the Company and are subject to approval by the Company and to the Company's annual leave policy in effect from time to time.
- 8.4. On termination of your employment you will be required to repay to the Company any salary received in respect of any holidays taken in excess of your proportionate holiday entitlement. The Company will pay you in respect of any accrued but untaken annual leave on termination of employment and/or may, at its discretion, require you to take such accrued but untaken annual leave during your notice period.

## **9. TERMINATION WITH NOTICE**

- 9.1. The internship is subject to termination during any stage of it on giving, or being given, one week's notice or, at management discretion, pay in lieu of notice the amount of your entitlement to salary in respect of all or part of such notice period.

## **10. TERMINATION WITHOUT NOTICE**

Your employment may be terminated by the Company without prior notice if at any time you:





- 10.1. are guilty of any gross misconduct, gross default or willful neglect in the discharge of your duties under this Agreement or in connection with or affecting the business of the Company;
- 10.2. are guilty of any material breach or material non-observance or persistent breaches or non-observances of this Agreement;
- 10.3. commit any serious act of dishonesty or repeated acts of dishonesty;
- 10.4. are guilty of any conduct tending to bring yourself, the Company or any Associated Company into disrepute;
- 10.5. are convicted of any offence other than a minor traffic offence or any other offence which in the opinion of the Board does not affect your position with the Company;
- 10.6. are no longer authorised to work in Ireland; or
- 10.7. are guilty of any material or repeated breach of any Company policy or procedure.

This list is non-exhaustive.

## **11. RETURN OF PROPERTY ON TERMINATION**

- 11.1. On termination of your employment, whether a formal written request is made, or at any time if so requested by the Company, you will return to the Company all items in your possession which are the property of the Company or Group including, but not limited to, all correspondence, documents, products, specifications, papers, customer lists, lists of business contacts, storage media devices, laptops (or any other electronic device), drawings, sketches, prints, notebooks, reports and data.
- 11.2. On termination of your employment, if so requested by the Company, you will delete all programmes and information about the affairs of the Group held on any computer/laptop/tablet/phone/other storage media device owned by you and if requested by the Company make such device available for inspection to ensure that this has been effectively carried out.
- 11.3. The Company may withhold any outstanding payments due to you until the requirements in clauses 13.1 and 13.2 are met. You will, if so required by the Company, confirm in writing that you have complied with your obligations under clauses 13.1 and 13.2.

## **12. ILLNESS**

- 12.1. If you are absent from work due to illness, injury or accident ("Incapacity") and this continues for three or more consecutive working days, you will submit a doctor's certificate in a form satisfactory to the Company confirming your inability to work, to arrive no later than the third day of your absence and on a weekly basis thereafter while you are absent from work.
- 12.2. You are required to abide by the Company's sickness notification requirements as may be notified to you from time to time.
- 12.3. Payment by the Company during periods of absence due to Incapacity is at the discretion of the Company and is subject to any sick pay policy in place from time to time. Where salary is paid during periods of Incapacity, it will be net of Illness Benefit or other equivalent payment payable by the Department of Social Protection, whether actually claimed by you.





- 12.4. In the event of your absence from work or inability to perform the duties of your position due to Incapacity, the Company reserves the right to refer you for examination to a medical practitioner nominated and paid for by the Company to determine your fitness to work. The Company will be entitled to receive details of the relevant medical report.
- 12.5. If you receive any sums by way of compensation for loss of earnings from a third party or under any health insurance scheme in respect of a period during which the Company is making payments to you, the payments to be made by the Company will be reduced accordingly or will be treated as being made by way of loan to you and therefore recoverable.

### 13. CONFIDENTIALITY

- 13.1. You will not, except as authorised or required in the course of the performance of your duties, reveal to any person, firm, association, business or company (and will use your best endeavours to prevent the use or communication by others of) any information of a confidential or proprietary nature concerning any matters affecting or relating to the business of the Company or Group, including without limitation to the generality of the foregoing, the names of any of their customers, products, specifications, financial records, services, databases, trade secrets, computer software, business or marketing plan, research and development, the prices they obtain or have obtained or at which they sell or have sold their products/services; private information about people or companies with whom the Company or Group does business, including customers, employees, producers and suppliers; and information that is provided to the Company or Group on condition that it is kept confidential, such as licensed computer software plans or any other information of, about, or concerning the business of the Company or Group, its manner of operation, or its plans ("**Confidential Information**"), which may come into your knowledge during the period of your employment with the Company.
- 13.2. You will keep all Confidential Information entrusted to you completely secret and will not use or attempt to use any Confidential Information in any manner which may injure or cause loss either directly or indirectly to the Company or any of its Associated Companies or their existing or potential customers or its or their business or businesses or may be likely so to do. This restriction will continue to apply after the termination of your employment without limit in point of time but will cease to apply to information or knowledge which may reasonably be said to have come into the public domain other than by reason of breach of this Agreement, or in circumstances where you are required by law to disclose such information, including pursuant to an order of a court, or other regulatory or statutory body.
- 13.3. You will not during your employment with the Company make or compile otherwise than for the benefit of the Company or any Associated Company any notes or memoranda relating to any matter within the scope of the business of the Company, its Associated Companies or their existing or potential customers or concerning any of the dealings or affairs of any such company.
- 13.4. You will not during your employment with the Company or afterwards use or permit to be used any such notes or memoranda otherwise than for the benefit of the Company or any Associated Company. All such notes or memoranda made by you will be the property of the Company and left at its offices upon the termination of your employment with the Company.

### 14. PROPRIETARY RIGHTS

- 14.1. You will promptly disclose to the Company any discovery, invention, inventive step, novel process or improvement in procedure or other intellectual property made, originated or discovered by you in relation to the Relevant Business (whether in conjunction with any



other person or persons) during the course of your employment with the Company and whether during normal working hours ("**Employee Invention**"), and such Employee Invention will belong to and be the absolute property of the Company or other person, persons or company as the Company may nominate for the purpose.

- 14.2. All IPR in respect of Employee Inventions will immediately vest in the Company (or such other person, persons or company as the Company may nominate) absolutely. You undertake to hold on trust for the benefit of the Company any and all IPR in respect of all Employee Inventions to the extent that the same may not be, and until same are, vested absolutely in the Company. To the extent that any such IPR do not vest in or belong to the Company, you assign by way of present assignment all future IPR to which this clause 16 applies or will apply.
- 14.3. You agree that if and whenever required so to do (during or after the termination of your employment), you will at the expense of the Company apply or join in applying for letters patent or such other protection as the Company deems necessary to enable it to protect or enforce its IPR in respect of any Employee Invention and will execute all instruments and do all things as the Company in its absolute discretion deems necessary in connection with any such application.
- 14.4. You agree to give all assistance deemed necessary by the Company, at the expense of the Company, to enable it to enforce its IPR in Employee Inventions against third parties, to defend claims for infringement of third-party intellectual property rights and to apply for registration of IPR in Employee Inventions where appropriate throughout the world, and for the full term of those rights.
- 14.5. You hereby irrevocably appoint the Company to be your attorney in your name and on your behalf to execute and do any such instruments or things and generally to use your name for the purpose of giving to the Company or its nominees the full benefit of this clause 16. A certificate in writing signed by an executive or a director of the Company that any instrument or act falls within the authority conferred in this clause 16.5 will be conclusive evidence that such is the case in favour of a third party.
- 14.6. You agree that you will keep confidential all details of Employee Inventions unless the Company has confirmed in writing that you may disclose details of same.
- 14.7. You agree not to attempt to register any IPR in respect of any Employee Invention.
- 14.8. To the extent that you cannot assign any IPR in Employee Inventions to the Company (or its nominee), you agree that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) and under no circumstances will you exercise any such right against the Company or any Associated Company or any nominee of any of them.
- 14.9. You acknowledge that, save as provided in this Agreement, no further remuneration or compensation is or may become due to you in respect of your performance of obligations under this clause 16.

## 15. DATA PROCESSING

- 15.1. You acknowledge that the Company will collect, use, store, transfer and otherwise process your personal data (and, where relevant, that of your emergency contacts and, where applicable, dependants) including providing personal data to third parties. Further details relating to the processing of such personal data are set out in the Employee Data Protection Notice (which may be amended from time to time and which is non-contractual), available from the HR Department.







- 15.2. You agree to use all reasonable endeavours to keep the Company informed and updated of any changes to your relevant personal data, including for example any change in your home address or other contact details.
- 15.3. You agree to familiarise yourself with the Company's relevant policies and procedures (which are non-contractual) and agree to act at all times in accordance with both the spirit and the letter of such policies when processing the personal data of others during the course of your employment. This includes personal data relating to any employee or other worker, candidate, client, supplier or agent of the Company.

## 16. USE OF IT EQUIPMENT

- 16.1. For the purpose of this clause 20, "**Systems**" means the Company's telecommunications and IT infrastructure, including but not limited to its telephones, email network, IT network, desktops, Company laptops, Company tablets and Company mobile or smartphones.
- 16.2. You acknowledge that the Company may legitimately monitor communications sent or received by you either by way of the Company's Systems or otherwise in the course of your duties (including by way of a personal device) for the purposes of:
  - 16.2.1. allowing the Company to ensure proper working order of the Company's Systems;
  - 16.2.2. allowing the Company to ensure that employees comply with the Company's practices and procedures;
  - 16.2.3. investigating alleged or suspected misconduct;
  - 16.2.4. preventing or detecting crime; and
  - 16.2.5. investigating or detecting the unauthorised use of the Company's Systems.

You undertake, at all times, to comply with all conditions of use which may from time to time be imposed by the Company with regard to the use of its Systems including, without limitation, any policies in effect from time to time regarding use of email or the internet.

## 17. CHANGES

The Company reserves the right to make reasonable changes to your terms and conditions of employment as the needs of the business dictate. You will be given notice of such changes. Changes of a material nature will be subject to prior consultation with you.

## 18. DEDUCTIONS

The Company may at any time during your employment or upon termination be entitled to deduct from your remuneration any monies due by you to the Company or any Associated Company including any outstanding loans, advances, salary paid in respect of excess holidays and any other monies owed by you to any such company after giving you written notice in accordance with the provisions of the Payment of Wages Act 1991.

## 19. HEALTH AND SAFETY







The Company's policy is to provide a safe and healthy work environment for all employees. As an employee, you also have a responsibility for your own health and safety and for your co-worker's health and safety.

**20. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland will have exclusive jurisdiction in relation to all matters relating to this Agreement.

**21. ELECTRONIC EXECUTION**

You and the Company consent to the electronic execution of this Agreement, to the provision of any information in connection with this Agreement by electronic means, and to the retention and use of the executed Agreement as an electronic original.

**22. NOTICES**

Any notice under this Agreement will be given in writing and will be deemed to have been duly given if delivered personally to the addressee or the duly authorised agent of the addressee or sent by prepaid registered post to the last known address of the party to whom such notice is given or sent by electronic mail ("Email") to that party's last known e-mail address. Any such notice will be deemed to have been duly given at the time of delivery if delivered personally, or two working days after posting if sent by prepaid registered post, or at the time of sending if sent by Email.

**23. PRIOR AGREEMENTS**

This Agreement is in substitution for all previous agreements and understandings (if any) either written or oral between the Company (or any Associated Company) and you regarding your employment, and all such agreements and undertakings will be deemed to have been terminated by mutual consent as from the date of your execution of this Agreement. You further confirm that you are not accepting these terms and conditions in reliance on any representation or warranty not set out in this Agreement.

**24. COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed, will constitute a duplicate original, but all the counterparts will together constitute the one Agreement.





If you choose to accept the terms and conditions of employment set out in this Agreement, please sign the enclosed copy of the Agreement and return it to me.

Yours sincerely

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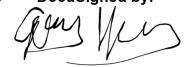
Darragh Mc Kay

For and on behalf of Noloco Ltd

#### EMPLOYEE ACKNOWLEDGEMENT

I have read, and accept, the terms and conditions of employment as set out above. I further confirm that I am not accepting these terms and conditions in reliance on any representation or warranty not set out in this Agreement. I acknowledge and accept my responsibility to make myself familiar with the Company's policies and procedures and keep up-to-date with changes to them etc.

Signed:

DocuSigned by:  
  
C6E60F3AF4C841B...  
Gerry Yang

Dated:

4/25/2024