INTERNSHIP AGREEMENT

2/11/21

Henry Manley

25 Parkwyn Drive  
 Delmar, NY 12054

Dear Henry Manley,

We are pleased to offer you an internship position with POLICI INCORPORATED (the “Company”), o the terms described below. The purpose of this educational internship is for the intern to learn about the Company’s business and to gain valuable insight and experience in the academic literature field. This offer is conditioned on your satisfactory completion of certain requirements, as explained in this letter. If you wish to accept this offer, please sign and date this letter and return it to us. This offer, if not accepted, will expire at the close of business on 2/18/21.

As required by law, your internship with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States.

1. Consideration

In consideration of your internship with the Company, you and the Company hereby agree to the terms described herein. By signing this letter, you acknowledge the terms described herein to be good and valuable consideration for your obligations hereunder.

1. Position

You will start in a full-time position as a Data Science Intern in the Data Science Department, and you will initially report to the Company’s Directors. As Intern in the Data Science Department, you will be responsible for the design and development of algorithms that distill academic research. Your work with the Company may also include other duties as assigned from time to time. You will receive direct and close supervision by an appropriate supervisor. By signing this letter, you affirm to the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.

1. Compensation

This internship is related to an educational purpose and, except as provided in paragraph 4 below, you are not entitled to wages or any compensation or financial benefits for the time spent in the internship. The education received by you from the internship is for your express benefit.

You are not an employee of the Company, and as such, you are not entitled to any employment rights or benefits from the Company, including, without limitation, wages, overtime pay, workers’ compensation insurance, disability insurance, retirement or 401(k) plan benefits, medical reimbursement or other fringe benefits plans, unemployment compensation, meal or rest breaks, or vacation or sick pay.

Confidential Information Agreement

* 1. Confidential Information. You understand that:
     1. during the course of your work with the Company, you will have access to and will learn about confidential, secret and proprietary documents, materials, data and other information, in tangible and intangible form, of and relating to the Company and its business (“Confidential Information”);
     2. this Confidential Information and the Company’s ability to reserve Confidential Information for its own exclusive knowledge and use is of great competitive importance and commercial value to the Company; and
     3. improper use or disclosure of the Confidential Information by you will cause irreparable harm to the Company, for which remedies at law will not be adequate.
  2. Disclosure and Use Restrictions. You agree and covenant:
     1. to treat all Confidential Information as strictly confidential;
     2. not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as strictly required in the performance of your authorized duties to the Company;
     3. not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of your authorized duties to the Company or with the prior consent of an authorized officer acting on behalf of the Company in each instance (and then, such disclosure will be made only within the limits and to the extent of such duties or consent); and
     4. in accordance with the above provisions of this Section (4)(b), not to directly or indirectly disclose, publish, communicate or make available Confidential Information to any third party under any circumstances without such third party first entering into a confidentiality agreement as provided by the Company.

Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. In addition, this Section does not, in any way, restrict or impede you from discussing your internship with co-workers, or otherwise disclosing information as permitted by law.

* 1. Duration of Confidentiality Obligations. Obligations under this Agreement with regard to any particular Confidential Information will commence immediately upon you first having access to such Confidential Information, whether before or after you begin your internship with the Company, and will continue during and after your internship with the Company until such time as such Confidential Information has become public knowledge other than as a result of the your breach of this Agreem or breach by those acting in concert with you or on your behalf.

1. Proprietary Rights Agreement
   1. Work Product. You acknowledge and agree that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that you create, prepare, produce, author, edit, amend, conceive or reduce to practice individually or jointly with others during the period of your internship with the Company and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where such work product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, “Work Product”), as well as any and all rights in and to copyrights, trade secrets, trademarks and related goodwill, patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, “Intellectual Property Rights”), will be the sole and exclusive property of the Company.
   2. Work Made for Hire; Assignment. You acknowledge and agree that to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, you hereby irrevocably assign to the Company your entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement will be construed to reduce or limit the Company’s rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that which the Company would have had in the absence of this Agreement.
   3. Further Assurances. During and after your internship, you agree to ronably cooperate with the Company at the Company’s expense to:
      1. apply for, obtain, perfect and transfer to the Company the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and
      2. maintain, protect and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as will be requested by the Company.
   4. No License. You understand that this Agreement does not, and will not be construed to, grant you any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools that you may create or that may be made available to you by the Company.
2. Duration of Internship

Your internship with the Company is for 2/11/21 – 2/11/22. Your internship with the Company will be “at will,” meaning that either you or the Company may terminate your internship at any time, for any reason or no reason at all, with or without cause, and with no requirement of notice, except as may be required by law.

1. Other Activities

You maintain the right to render similar services, and/or otherwise seek employment with other companies during the term of this Agreement, so long as doing so does not (a) create a conflict of interest between your duties and obligations owed to the Company and your duties and obligations owed to any third parties; (b) obligate you to provide, and shall not foreseeably obligate you to provide, services in connection with a product that directly competes with products commercialized or developed by the Company; or (c) in any way interfere with the business of the Company.

1. Miscellaneous
   1. Governing Law. The validity, interpretation, construction and performance of this letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed an interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.
   2. Entire Agreement. This letter sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
   3. Counterparts. This letter may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement. Execution of a facsimile or electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.
   4. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents or notices by email or any other electronic means. You hereby consent to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery, and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

We look forward to having you join us no later than 2/18/21 by close of business.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement as of the date set forth below.

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|  | By: |  |
|  | Name:  Date: |  |
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|  | **POLICI INCORPORATED** | |
|  |  |  |
|  | By: |  |
|  | Name: | Henry Manley |
|  | Title:  Date: | Director |