

Erin Goodreau,

Insightpool is pleased to offer you the position as a Strategic Insights Intern from May 10th, 2016 through August 5th, 2016. The position is a full-time (40 hours/week) role.

**Description**: The Strategic Insights Intern role entails:

* Participate in Insightpool market research (data collection & analysis)
* Work on time-sensitive data and analytics projects for clients
* Develop templates and processes for complex reporting projects
* Analyze large datasets, recognize trends and provide recommendations based off learnings

**Compensation**: Associates at Insightpool receive a monthly stipend of $1,500.00 on the last business day of each month, following your start date. You will not have any tax withholdings (deductions\*) from your monthly stipend. Should your start date begin on the 2nd of the month, or thereafter; your first paycheck will be pro-rated to reflect your start date. At the conclusion of the 90 days, you are entitled to a performance review.

\*Insightpool associates will receive a 1099 IRS Form for the monies earned/received in fiscal year 2016.

If you accept these terms, please sign and date below. By signing this contract, you also agree to the two terms outlined below:

1. **Recognition of Company’s Rights; Nondisclosure.**

You recognize that the Company is engaged in a continuous program of research and development respecting its business activities. You agree as follows:

1. At all times during the term of your association with the Company and thereafter, you will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company’s Proprietary Information (defined below), except to the extent such disclosure, use or publication may be (i) required in direct connection with your performing requested Services for the Company, (ii) is expressly authorized in writing or by email by an officer of the Company, or (iii) is expressly required by law.
2. The term **“*Proprietary Information*”** shall mean any and all trade secrets, confidential knowledge, know-how, data or other proprietary information or materials of the Company. By way of illustration but not limitation, Proprietary Information includes: (i) inventions, ideas, samples, procedures and formulations for producing any such samples, processes, formulas, data, know-how, improvements, discoveries, developments, designs and techniques; and (ii) source code, information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (iii) information regarding the skills and compensation of employees or other consultants of the Company.
3. You understand that the Company has received and in the future will receive from third parties confidential or proprietary information (“*Third Party 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. During your term of association and thereafter, you will hold Third Party Information in the strictest confidence and will not disclose or use Third Party Information, except (i) in connection with your performing requested Services for the Company, (ii) as expressly authorized in writing or by email by an officer of the Company, or (iii) as expressly required law.
4. You agree that, during the term of your association with the Company, the Company may use your name in connection with the Company’s marketing activities; and provided, that substantially new wording of such statements shall not be published without the prior written consent of the you, which consent shall not be unreasonably withheld.
5. **Intellectual Property Rights.**
6. You agree that any and all ideas, inventions, discoveries, improvements, know-how and techniques that the you conceive, reduce to practice or develop during the term of the Agreement, alone or in conjunction with others, while specifically or as a direct result of performing the Services for the Company under this Agreement (collectively, the “*Inventions*”) shall be the sole and exclusive property of the Company.
7. You hereby assign and agree to assign to the Company your entire right, title and interest in and to all such Inventions. You hereby designate the Company as your agent for, and grants to the Company a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, solely for the purpose of effecting the foregoing assignments from the you to the Company.

(c) You agree that any Work (as defined below) created by you in the course of your performance of duties is subject to the “Work for Hire” provisions contained in Sections 101 and 201 of the United States Copyright Law, Title 17 of the United States Code. “Work” means any copyrightable work of authorship, including without limitation, any technical descriptions for products and services, user’s guides, graphical works, audiovisual works, sound recordings, advertising materials, computer programs, software programs, computer code (both object code and source code), websites and content, and any contribution to such materials. All right, title, and interest to copyrights in all Work which has been or will be prepared by you within the scope of your engagement by Company will be the property of Company. You further agree that, to the extent the provisions of Title 17 of the United States Code do not vest the copyrights to any Work in Company, you hereby assign to Company all right, title, and interest to copyrights which you may have in such Work.

(d) You further agree to cooperate and provide reasonable assistance to the Company to obtain and from time to time enforce United States and foreign patents, copyrights, and other rights and protections claiming, covering or relating to the Inventions in any and all countries.

(e) You agree to submit to the Company any proposed publication that contains any discussion relating to the Company, Proprietary Information, Inventions or work performed by you for the Company hereunder. You further agree that no such publication shall be made without the prior written consent of the Company, which consent shall not be unreasonably withheld. Any such consent shall be given within sixty (60) days.

We look forward to your favorable reply and to working with you at Insightpool.

Sincerely,

Kathy Lim

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Applicant : Anushri Adhia

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Supervisor : Jack Chase