

May 29, 2023

Allah Buksh

Home Sarjeel Khan,
Post office Jajjah Abbasian,
Tehsil Khanpur
Rahim Yar Khan
Cell # 0312-6381213

INTERNSHIP CONTRACT

This is regarding your internship with **Alethea Tech PTE LTD**; we are pleased to extend your contract on the following terms and conditions:

Duration of Internship Contract:

Period: Three (3) months
Start Date: June 1, 2023
End Date: August 31, 2023

Position:

Software Intern

Place of Duty:

Your principal place of duty will be Lahore.

Monthly Stipend:

PKR 30,000 / per month

Joining:

You are required to join within 5 days from the date of this offer; however, your acceptance must be endorsed within 2 days of this offer, by signing a copy of this offer.

We welcome and congratulate you on joining **Alethea Tech PTE LTD**.



Ahmad Matyana
COO

I have read and understood the above terms and conditions of the internship. I hereby confirm my acceptance of the same.



Allah Buksh
31301-7827554-1

Alethea Tech PTE LTD.

Non-Disclosure Agreement

(Hereinafter the "**Agreement**" or "**Contract**")

Between

Muhammad Abdullah

(Hereinafter "**Intern**")

And

Alethea Tech PTE LTD.

(Hereinafter "**Alethea AI**")

(Hereinafter collectively the "**Parties**" or, individually, the "**Party**")

Whereas

The Parties are willing to explore the opportunity to do business based on the concept developed by Alethea AI and its iNFT Protocol.

In view of this, Alethea AI and the Intern will have to disclose to each other confidential information and/or commercial secrets related notably to patents or intellectual property rights or know-how in order to go further in their discussions and negotiations.

Thus, the Parties have decided to enter into this Agreement in order to regulate the terms of their mutual commitment regarding the confidentiality of all information related to the other Party.

1. Confidential Information

1.1 The Parties agree that any kind of information or data exchanged between them is confidential. Confidential Information shall include notably all data, token sales agreements, securities analysis, documents, products, technologies, IT software, computer programs, inventions, processes, methods, products, patent applications, and other property rights as well as specifications, drawings, sketches, samples, models,

tools, manuals, projects, marketing materials and strategic information, organizational data, operating data, technical data, commercial data, financial data transmitted to a Party verbally, written or by any other means, including emails (hereinafter “**Confidential Information**”).

1.2 In case a doubt arises whether any information is confidential or not, the Parties shall deem the information as confidential.

1.3 As Confidential Information within the meaning of this agreement shall not be regarded as such information of which the concerned Party having received the information in question can demonstrate: a) Is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the concerned Party; b) Becomes known to the concerned Party through disclosure by sources other than the other Party or of one of its affiliates having no duty of confidentiality to the other Party, whether direct or indirect, with all respect to such information and having the legal right to disclose such information; c) That the Confidential Information has been independently gained and without infringing of a duty of confidentiality.

1.4 Each Party may disclose Confidential Information if said Party is required to such disclosure according to applicable laws or governmental regulations, provided that the Party has submitted prior written notice of such disclosure to the other Party and takes reasonable and lawful actions to avoid and/or minimize the extent of the disclosure.

2. Obligations

2.1 The **Intern** must commit:

(i) To protect and keep all Confidential Information strictly confidential and process this information with the most precautions and protections.

(ii) To not disclose directly or indirectly to any third parties in whole or part any Confidential Information.

(iii) To disclose Confidential Information internally only to people who absolutely require to know this information.

(iv) To not exploit any Confidential Information for any other purposes but the one set in the Agreement.

(v) To not copy, reproduce, or duplicate in whole or part the Confidential Information when such copies, reproductions, or duplicates have not been expressly authorized in written form by Alethea AI.

- 2.2 Alethea AI commits to informing its employees of the legal consequences of a breach or violation of the obligations related to the Agreement.
- 2.3 In addition, the Intern declares and acknowledges that all Confidential Information handed on by Alethea AI is the property of Alethea AI only. The Intern shall keep this information safe and shall not utilize it for any other purposes except those in relation to its business relationship with Alethea AI.
- 2.4 The Intern declares and acknowledges in particular that all technology **created for** and **paid for** by Alethea AI is the property of Alethea AI only. The Intern shall keep this information safe, and highly confidential and shall not use it for any other purposes without written permission of Alethea AI.

3. Ownership - Intellectual Property - Author Rights

- 3.1 All Confidential Information and possible copies of this information disclosed by **Alethea AI** shall remain under the exclusive ownership of **Alethea AI** and should be returned by the **Intern** on the first request.
- 3.2 Disclosure of Confidential Information shall not be construed as an express or implied right given to the other Party (through a license agreement or any other means) on the documents, materials, or inventions related to this Confidential Information.
- 3.3 The Intern acknowledges that any intellectual property rights (such as patent, trademark, distinctive sign, or design) belonging to Alethea AI or to any of its affiliates shall remain the owner of the Party owning rights to them. The Intern shall not be authorized to dispute, challenge, or contest the intellectual property rights of Alethea AI or any of its affiliates, or use them in any way.
- 3.4 The Intern commits as of the date of signing the present Agreement to assign automatically as the Parties go along, the ownership of any material or immaterial property (intellectual property) on any works, results, outcomes, composition, video, developments, wordings and any other creations performed and/or created by The Intern in favor of Alethea AI after The Intern has been paid an agreed upon compensation by Alethea AI. The Intern commits not to file any request of intellectual property whatsoever on any works, results, outcomes, composition, video, developments, wordings, and other creations in whole or in part performed and/or created by the Intern in favor of Alethea AI after the Intern has been paid an agreed upon compensation by

Alethea AI.

4. Non-Poaching Clause

4.1 Each Party commits to not undertake, directly or indirectly, any step aiming to alienate the other party's clients nor poach any employees of the other party for a period of five (5) *years* as of the date of signing the Agreement.

4.2 *During the term of this Agreement and for a period of five (5) years following the Contractor's removal (cause or otherwise), or resignation from the Company or any of its subsidiaries or affiliates (for the "Restricted Period"), the Contractor shall not, directly or indirectly;*

(i) In any manner whatsoever engage in any capacity with any business competitive in relation to the Company's current line of business or any business then engaged in by the Company, or any of its subsidiaries, or affiliates (the "Company's Business") for the Contractor's personal benefit or for the benefit of any person or entity other than the Company or any of its subsidiary or affiliate; or

(ii) have any interest as owner, sole proprietor, partner, lender, director, officer, manager, employee, consultant, agent, or otherwise in any business competitive with the Company's Business.

5. Scope of the Agreement

The Agreement contains the entire Agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

6. Other Contracts:

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

7. Miscellaneous

7.1 Affiliates, distributors, agents, authorized representatives, or other related parties of each Party, shall not have access to the Confidential Information unless they are bound by an agreement similar to this Agreement. Each Party shall inform its employees and proceed to what is necessary to ensure full respect of all provisions of this Agreement.

- 7.2 Any kind of disclosure, declaration, or public announcement regarding the relationship between the Parties requires the written consent of the Intern and Alethea AI.
- 7.3 Any amendment or modification of the Contract should be performed in writing in accordance with the acknowledgment and signing of both Parties.

8. Liability

The Intern acknowledges being totally liable for any material breach of the Agreement due to its subcontracted employees. The Intern shall commit itself to reimburse any damage caused directly by any material breach of this Contract, including any breach by their subcontracted employees.

9. Penalty Clause

In case of material breach and without prejudice to any other remedy available under this Agreement, Alethea AI may terminate this Contract and claim for the payment of an amount of **USD 500,000** as a penalty in addition to the actual damage.

10. Period and Documents return

- 10.1 The Contractor (including its affiliates, employees, agents, and consultants) shall maintain in strict confidence for a period of *five (5) years* from the effective date, and not disclose any Confidential Information it receives from the Company to any third party or uses Confidential Information for its own or any other party's benefit, except in furtherance of its obligations to the Company pursuant to any business transaction it may enter into with the Company.
- 10.2 All Confidential Information or their copies, including any material in relation to this information, shall be returned within thirty (30) days to Alethea AI, which has disclosed such information upon request.
- 10.3 *This Agreement may be terminated prior to the completion of the services to be performed by either party giving written notice of Thirty (30) days.' In the case where a notice has been given by the Contractor, and the Company determines the need to train a replacement for specialized labor, upon notification by the Company, the Contractor shall provide extended services to facilitate the onboarding and orientation of a new hire, up to a maximum of ninety (90) days following the notice given by the Contractor.*

11. Severance Provision

If any of the provisions of this Agreement are found to be null and void, the remaining provisions of this Agreement shall remain valid and shall continue to bind the parties. The Parties, if necessary with the assistance of the Tribunal, shall replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

12. Applicable law and Jurisdiction

This Agreement shall be governed in accordance with the Laws of Singapore without reference to its conflicts of law rules.

13. Signatures of Parties

For Intern

Name: **Allah Buksh**

Signature:



Date: May 29, 2023

For Alethea AI

Name: Ahmad Matyana

Title: COO

Signature:



Date: May 29, 2023

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06 / 12 / 2023
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Sent for signature to Allah Buksh
(sarjeelkhan2229@gmail.com) and Ahmad Matyana
(ahmad@alethea.ai) from omer.queshi@alethea.ai
IP: 124.29.208.125



06 / 12 / 2023
09:27:23 UTC

Viewed by Allah Buksh (sarjeelkhan2229@gmail.com)
IP: 103.85.131.154



06 / 12 / 2023
09:31:56 UTC

Signed by Allah Buksh (sarjeelkhan2229@gmail.com)
IP: 103.85.131.154



06 / 15 / 2023
10:46:33 UTC

Viewed by Ahmad Matyana (ahmad@alethea.ai)
IP: 119.73.117.85



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IP: 119.73.117.85



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The document has been completed.