

05/22/2023

Tingkang Zhao

Re: Internship

Dear Tingkang:

Anote, Inc. (the “**Company**”) is pleased to offer you the opportunity of an internship at Anote working in New York, NY. This letter agreement outlines the terms governing the internship.

Overview

The internship is offered for your benefit and will provide you with data science training and exposure to various aspects of machine learning. Natan Vidra will oversee your internship at the Company and will provide you with educational work assignments and opportunities to observe and participate in the Company’s technical operations.

Your internship with the Company is temporary. Your internship will begin on June 1st, 2023 and end no later than August 1st, 2023. You have not been promised an employment position with the Company, and your internship will not necessarily lead to an offer of employment with the Company. Your typical schedule will be up to 30 hours per week, scheduled by mutual agreement according to your availability and Company convenience.

Because of the educational nature of the internship, you will not be an employee of the Company. Consequently, you are not entitled to earn wages, equity, or other compensation by means of your internship activities. Further, you will not be eligible for any Company benefits, including but not limited to health coverage, paid holidays, paid vacation, sick leave, unemployment coverage, workers’ compensation, disability or life insurance benefits, and other benefit programs. *By signing this letter agreement, you acknowledge and represent that it is your intent, as it is the intent of the Company, for you to provide services under this letter agreement as an unpaid intern only.*

The Company may furnish you, at the Company’s expense, office space, equipment, supplies and support services as needed and as available. You may be given access to the Company’s network, including email.

Company Policies and Confidential Information

During your internship, you will be expected to abide by applicable Company policies and procedures. Violation of Company policies and procedures may be cause for terminating your internship prior to its scheduled conclusion.

While participating in the Company’s business as an intern, you are expected not to make unauthorized use or disclosure of any confidential or proprietary information, including trade secrets, of any current or former employer or other third party. You agree that you will not bring onto Company premises any unpublished documents or property belonging to any current or former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

In the course of your internship with the Company, you may receive and develop confidential and proprietary information, including any personal information and trade secrets, handled by or belonging to the Company or any third parties that have entrusted such information to the Company as confidential (collectively, the “**Information**”). You hereby acknowledge the confidential and secret character of the Information, and agree that the Information is the sole, exclusive and valuable property of the Company.

During and at all times after the internship, you must refrain from any unauthorized use or disclosure of any of the Company's confidential or proprietary information. Accordingly, you agree (a) not to use, disclose or reproduce any of the Information except as reasonably necessary for your participation in the internship or with the prior written consent of the Company, and (b) not to disclose all or any part of the Information in any form to any third party. Upon termination of the internship or upon the Company's earlier request, you agree to return to the Company all whole and partial copies, reproductions, and derivatives of the Information, whether in your possession or under your direct or indirect control. You further agree that any and all ideas, improvements, inventions and works of authorship conceived, written, created or first reduced to practice as part of the internship program or which use or build upon the Information shall be the sole and exclusive property of the Company and you hereby assign to the Company all rights, title and interest in and to any and all such ideas, improvements, inventions and works of authorship (including all rights to priority and rights to file patent applications and/or registered designs). You agree to execute such documents and perform such other acts as the Company may reasonably request with respect to enforcing its rights in all such ideas, improvements, inventions and works of authorship. Notwithstanding the foregoing, the term "Information" shall not include information other than personal information that (i) you can demonstrate was publicly known and generally available in the public domain prior to the time of disclosure to or development by you, or (ii) later becomes publicly known and generally available in the public domain through no breach of your obligations under this letter agreement. In addition, pursuant to 18 U.S.C. Section 1833(b), you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You certify that you understand your obligations under this paragraph and will comply with them.

Dispute Resolution

To ensure the rapid and economical resolution of disputes that may arise in connection with your internship with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this letter agreement, your internship with the Company, or the termination of your internship, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures appropriate to the relief being sought (available upon request and also currently available at the following web addresses: (a) <https://www.jamsadr.com/rules-employment-arbitration/> and (b) <https://www.jamsadr.com/rules-comprehensive-arbitration/>). **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** In addition, all claims, disputes, or causes of action under this section, whether by you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. This paragraph shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law(s) to be submitted to mandatory arbitration and the applicable law(s) are not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "**Excluded Claims**"). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. You will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this letter agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The

arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (ii) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law. Each party is responsible for its own attorneys' fees. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.]

Miscellaneous

Please note that you are free to end your internship at any time, for any reason. Similarly, the Company reserves the right to end your internship at any time, with or without cause or advance notice.

This letter agreement forms the complete and exclusive statement of the terms of your internship with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. You acknowledge and agree that you are not relying on any representations other than the terms set forth in this letter. Modifications or amendments to this letter agreement, other than those changes expressly reserved to the Company's discretion in this letter agreement, require a written modification signed by an officer of the Company. If any provision of this letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law.

Please sign and date this letter agreement and return it to me if you wish to accept the internship under the terms described above.

We look forward to your favorable reply and we hope you find your internship educational and rewarding.

Sincerely,

Natan Vidra, Co-Founder / CEO

Accepted:

Tingkang Zhao
[Name]

05/26/2023
Date