

ASSIGNMENT OF INTELLECTUAL PROPERTY TO
[COMPANY] PTE. LTD. ([UEN])

THIS DEED is dated the [21st of August 2012] and made

BETWEEN:-

- (1) Founder 1
Founder 2
Founder 3

(each being a "Volunteer" and collectively, the "Volunteers"); and

- (2) [COMPANY] Pte. Ltd., a private company limited by shares incorporated in Singapore with its registered office at [Prima Management Services Pte. Ltd. (55 Ubi Avenue 3 #04-00, Singapore 408864)] (the "Company") and having a UEN of [UEN]

(Collectively, the "Parties" and each a "Party").

WHEREAS:-

- (A) Each Volunteer desires to contribute to the Company;
- (B) The Volunteers by this deed now assign to the Company ownership of certain Achievements (as defined below) that may be or have been created during the Volunteer's Term of Service with the Company;
- (C) and express certain undertakings concerning intellectual property rights, non-competition, and confidentiality.

NOW IT IS HEREBY AGREED as follows:-

DEFINITIONS

In this Deed and in the Recitals abovementioned, unless the context otherwise requires:-

<i>Affiliated Corporation</i>	in relation to any persons or corporation means a corporation that directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with that first-mentioned person or corporation;
<i>Competitor</i>	means any third party engaged in or carrying on business activities which are similar to or competitive with the Company, as determined by the Board;
<i>Company</i>	shall include its successors, assigns and respective legal representatives, and, for the purposes of

determining the Term of Service, shall include the promoters of the Company prior to incorporation;

Company Business

means the business and undertakings of the Company during the Term of Service, including but not limited to all of the Company's actual or demonstrably anticipated research and development activities;

Achievements

means all inventions, discoveries, designs, processes, formulæ, innovations, developments and improvements, whether or not patentable; all types of works (including but not limited to computer software, articles, reports, drawings, technical drawings, blueprints, advertisements, sales materials and logos), whether or not registrable or copyrightable; know-how; and trade secrets;

Achievements of Work

means all Achievements that are conceived, created, developed, reduced into practice or expressed in a tangible form by the Volunteer (solely or jointly with other persons) during the Volunteer's Term of Service with the Company and that fulfill at least one of the following two conditions:

1. relate to an essential aspect of the Company Business; or
2. constitute works for hire, works of employment, invention-creations of employment or other technological results of employment under applicable laws and regulations;

Company-owned Achievements

means Achievements of Work and all other Achievements assigned to the Company pursuant to this Deed;

Intellectual Property Rights

includes the full benefit (subject to the obligations) of all patents, trademarks and other marks, registered designs (and applications for all the same), copyrights, trade and business names, supply distributorship agency and other like agreements, inventions, discoveries, improvements, designs, techniques, computer programs and other confidential processes and information and knowhow and any licenses in connection with any of the same and full right to all intellectual property and legal protection relating to the same and in every case (unless the context otherwise requires) of or belonging to the Company;

Opensource Project means works which are licensed under any license approved by the Open Source Initiative (<http://opensource.org/licenses>);

Term of Service means the period starting from the Volunteer's first interaction with the Company (or, prior to the Company's incorporation, with the promoters thereof and with the other Volunteers), which, for the avoidance of doubt, shall be fixed at [January 1, 2012]; and ending when the Volunteer or the Company terminates this agreement in writing, or when this agreement is terminated pursuant to the terms of a subsequent agreement.

and other terms have their meaning as defined in the Articles of Association.

Except where the context otherwise requires, words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated, any state or any agency thereof and any other entity.

Headings, marginal sidenotes, and graphic art are for ease of reference only and have no legal effect. Reference to Articles are to Articles of this Deed and references to this Deed includes any amendments or supplementals thereto.

Except where the context otherwise requires, references to any person include its successors and permitted assignees.

References in this Deed to a time of day are to Singapore time.

Any document expressed to be in the "approved form" means a document in the form or substantially in the form approved by (and signed for identification by or on behalf of) the Parties.

Any reference in this Deed to a Shareholder procuring and derivative terms thereof (including "shall procure"), shall only oblige the Shareholder to exercise its voting rights in the Company to vote in favour of the Company performing its obligation as required.

This Deed shall be governed by and interpreted in accordance with the laws of the Republic of Singapore.

1. NO EMPLOYMENT RELATIONSHIP ASSUMED

- 1.1. This Deed does not constitute an employment agreement with the Volunteers, who may or may not be paid for their contributions.

2. TERM OF DEED

- 2.1. This Deed shall be effective upon execution and shall remain in full force and effect until terminated in writing or terminated pursuant to the terms of a subsequent agreement.

3. NON-COMPETITION

- 3.1. The Volunteers shall not and shall procure that their Affiliated Corporations shall not do or permit to be done any of the following:-
- 3.1.1. either solely or jointly with or on behalf of any person directly or indirectly carry on or be engaged or interested in or otherwise manage or assist any business which is substantially similar or materially identical to the Business of the Company (unless such business is a subsidiary, parent, or otherwise part of the same group of holdings as the Company) up to the expiration of a twelve (12) month period after the termination of this Deed or the termination of their directorship or shareholding, whichever is the later;
- 3.1.2. solicit or entice away or endeavour to solicit or entice away any director, volunteer, or employee of the Company at any time during the duration of this Deed or for a period of twelve (12) months after such director or employee has terminated their directorship or employment in the Company; or
- 3.1.3. cause or permit any person directly or indirectly under its Control to do any of the foregoing acts or things.
- 3.2. Each undertaking contained in the clause above shall be read and construed independently of the other covenants therein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants shall be valid to the extent that they are not held to be so invalid.
- 3.3. While the covenants in that clause above are considered by the Parties to be reasonable in all the circumstances, if one or more should be held invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said covenants shall apply with such modifications as may be necessary to make them valid and effective.

4. DISCLAIMER AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 4.1. The Volunteer hereby assigns all Achievements created during the Term of Service, and which fulfill the definition of "Achievements of Work", to the Company. All Achievements of Work shall be the sole property of the Company, and all copyright in the Achievements of Work, all patent application rights and all patents granted in respect of the Achievements of Work, and all other industrial property rights and intellectual property rights in the Achievements of Work shall belong to the Company in

all countries and regions of the world, with the exception of the Volunteer's right to claim authorship and the right not to suffer false attribution of authorship that can only vest in the Volunteer according to law.

- 4.2. If, during the Term of Service, the Volunteer incorporates into a Company product, process or machine (a) a prior invention owned by the Volunteer or in which the Volunteer has an interest, or (b) an Achievement created during the Term of Service which does not fulfill the definition of "Achievement of Work", the Company is hereby granted and shall have a royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine. The Volunteer represents and warrants that the provisions of this Deed apply to all Achievements in which the Volunteer has any rights or interests, and the Volunteer hereby releases the Company and its successors, assigns, affiliates, licensees, directors, Volunteers and agents (collectively, "Affiliates") from all liability to the Volunteer based on the use or disclosure of any such Achievements by the Company or any Affiliate.
- 4.3. Any Achievements created by the Volunteer during or prior to the Term of Service, which do not fulfill the definition of "Achievements of Work", and are not incorporated into a Company product, process or machine, shall remain with the Volunteer. The Volunteer represents and warrants that he has attached to this Deed, as Exhibit A, a list describing with particularity inventions, original works of authorship, developments, improvements and trade secrets which were made by him prior to the term of employment with the Company (collectively referred to as "Prior Inventions"), which belong solely to him or belong to him jointly with another, which may relate in any way to the Company Business and which are not assigned to the Company under this Deed. This list shall not be considered exhaustive, and the absence of such a list shall not imply that such Achievements do not exist.
- 4.4. The Volunteer shall not be required to assign to the Company any Achievements that fulfill all of the following conditions:
 - 4.4.1. that the Volunteer created entirely on his/her own time, without using any of the Company's equipment, supplies, facilities or trade secrets;
 - 4.4.2. that do not relate in any way, directly or indirectly, to the Company Business; and
 - 4.4.3. that do not result, directly or indirectly, from any work that the Volunteer performs for the Company;
- 4.5. The Volunteer shall not be required to assign to the Company any Achievements that are contributed to an Opensource Project to which the Volunteer was already a recognized contributor prior to the Term of this Deed. A list of such projects may be attached to this Deed, as Exhibit B, but any such list shall not be considered exhaustive and the absence of such a list shall not imply that such Achievements do not exist.
- 4.6. The Volunteer shall disclose to the Company in confidence all such Achievements, whether created solely by the Volunteer or jointly with other persons, during the Term of Service, that the Volunteer considers to be his/her property or part of an Opensource Project, and not subject to the provisions of this Deed, together with such supporting documents as the Company may reasonably request.

4.7. The Volunteer further agrees that, except as expressly provided in this Deed or as otherwise agreed in writing by the Company, he or she has no right to, and will not directly or indirectly:

4.7.1. reproduce, adapt, modify, translate, manufacture, market, publish, distribute, sell, license or sublicense, transfer, rent, lease, transmit, broadcast, display or use the Company-owned Achievements or any portion or copy thereof in any form, in a fashion beyond the Company's control;

4.7.2. create derivative works from, provide access electronically to, or enter into computer memory beyond the Company's control the Company-owned Achievements or any portion or copy thereof in any form;

4.7.3. apply for, or apply to register, any patent, copyright, trademark or other industrial property right or intellectual property right in or related to the Company-owned Achievements, in Singapore or any other country or region;

4.7.4. cause other persons to do any of the above;

but nothing in this Article 4.7 shall prevent the Volunteer from maintaining a working copy of Company-owned Achievements on the Volunteer's personal computing devices during the term of service provided always that all such devices shall be secured at least with a password and preferably disk encryption.

4.8. Where applicable laws and regulations require that certain rights in any Company-owned Achievement must vest in the Volunteer and do not permit the parties contractually to agree otherwise with respect to such vesting, the parties hereto agree to handle the matter in accordance with the following provisions:

4.8.1. Where applicable laws and regulations permit the assignment of all or part of such rights, the Volunteer shall assign such rights to the Company to the fullest extent possible.

4.8.2. If, under applicable laws and regulations, the Volunteer is unable to assign all or any part of such rights to the Company, or if approval of such assignment is required from a government authority and such approval is not granted, the Volunteer hereby licenses to the Company such rights as cannot be assigned, in order that the Company and its successors shall have the complete right to use and right to exploit the Company-owned Achievement (and modified and derivative works). The license of rights under this clause (2) shall be perpetual, free of charge, irrevocable, exclusive (excluding both the Volunteer and all third parties), worldwide and transferable, and the Company shall have the right to sub-license.

4.8.3. The Volunteer agrees not to exercise any rights in the Company-owned Achievement that by law cannot be assigned or licensed to the Company pursuant to clauses 4.8.1 or 4.8.2 above, including but not limited to right to claim authorship and the right not to suffer false attribution of authorship, except with the prior written consent of the Company.

4.9. The Volunteer agrees that any Achievement that relates to an essential aspect of the Company Business and that the Volunteer discloses to a third person or describes in a patent application or a copyright registration application (filed by the Volunteer or on

behalf of the Volunteer) within one (1) year following termination of service shall be deemed to be a Company-owned Achievement subject to the terms and conditions of this Deed, unless the Volunteer proves that such Achievement was conceived, created or developed, and first reduced into practice or expressed in a tangible form, by the Volunteer following termination of service.

5. CONFIDENTIALITY

- 5.1. With respect to technical information (such as methods, know-how, formulæ, compositions, processes, discoveries, machines, models, devices, specifications, inventions, computer programs, research projects and similar items), business information (such as information about costs, profits, purchasing, market, sales or customer lists), information about future developments (such as research and development or future marketing or merchandising), and other secret or proprietary information or data ("Confidential Information") that the Company provides to the Volunteer or that the Volunteer otherwise has access to during the term of service, the Volunteer undertakes to use the Confidential Information only for the fulfillment of his or her job-related duties as assigned by the Company and promptly to return the Confidential Information and all copies thereof to the Company upon request. The Volunteer further agrees not to disclose or convey any Confidential Information to any third persons without prior, written authorization from the Company.
- 5.2. All records, computer programs, computer-stored information, computer disks and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, customer lists, other documents, equipment and the like relating in any way to the Company Business, whether or not prepared by the Volunteer, shall remain the Company's sole property, and shall not be permanently removed from the Company's premises or control without the Company's prior, written consent. The Volunteer shall not make unauthorized copies of any such information or items. Upon termination of service, or otherwise upon the Company's request, the Volunteer shall promptly return to the Company all tangible forms of such information or items, and all copies and extracts thereof, and delete any such items in the Volunteer's personal possession. The Volunteer agrees not to make or retain any copies or extracts of any such information or items, and agrees to provide written confirmation to the Company upon termination of service or otherwise upon the Company's request.
- 5.3. The Volunteer agrees to obtain the written consent of the Company prior to any publication, written or oral, of any information not already public regarding any aspect of the Company's business, customers, suppliers, employees, volunteers, shareholders, directors or managers. The Volunteer acknowledges that the Company shall have the authority to decide whether or not such information may be published and the Company may exercise such authority without any liability to the Volunteer.
- 5.4. The Volunteer recognises that the Company has received and in the future will receive from third parties their confidential or proprietary 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. The Volunteer agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out work for the Company consistent with the Company's agreement with such third party.

- 5.5. The Volunteer's obligations under this Article 5 shall survive the expiration or termination of this Deed and the termination of the service relationship between the Company and the Volunteer.

6. OTHER UNDERTAKINGS

- 6.1. The Volunteer represents and warrants to the Company that he/she has not concluded any agreement with any other person that would preclude the Volunteer's full compliance with the terms and conditions of this Deed.
- 6.2. The Volunteer represents and warrants to the Company that he/she has not brought, will not bring, and will not use in the performance of his/her duties with the Company or induce the Company to use, any inventions or proprietary or confidential information of a former employer without that employer's written consent. The Volunteer agrees not to disclose to the Company any trade secrets of any former employer. The Volunteer further represents and warrants to the Company that his/her service with the Company will not cause him/her to violate any obligation to any other person or disclose any confidence of any other person.
- 6.3. If under applicable laws and regulations, approvals, registrations or other procedures are required for the provisions of this Deed to become effective, or approvals or other procedures are necessary for the Volunteer to perform its obligations hereunder, then the Volunteer undertakes to assist the Company in carrying out the relevant procedures and to sign all necessary documents.
- 6.4. The Volunteer undertakes to provide without compensation, during and after the term of service with the Company, all assistance requested by the Company (the Company will reimburse actual costs) to protect and secure the Company's rights and interests in all Company-owned Achievements and any copyrights, patents, trademarks or other intellectual property rights relating thereto, including but not limited to signing documents and giving testimony required in the course of the Company applying for or maintaining any patent or copyright, or in the course of any litigation or other legal proceeding related to any Company-owned Achievements, anywhere in the world.
- 6.5. For example but without limiting the generality of the foregoing, the Volunteer agrees to execute all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Company-owned Achievements, and any copyrights, patents, or other intellectual property rights relating thereto and that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of this Deed until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of the Volunteer's mental or physical incapacity or unavailability or for any other reason to secure the Volunteer's signature to apply for or to pursue any application for any Singapore or foreign patents or copyright registrations covering the Company-owned Achievements, then the Volunteer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agent and attorney in fact, to act for and on his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright

registrations thereon with the same legal force and effect as if originally executed by the Volunteer. The Volunteer hereby waives and irrevocably quits claim to the Company any and all claims, of any nature whatsoever, which the Volunteer now or hereafter has for infringement of any and all rights assigned to the Company.

7. MISCELLANEOUS

- 7.1. This Deed shall be governed by the laws of Singapore without regard to the principles of conflict of laws. In the event a dispute, controversy, or difference arises in connection with this Deed, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved through consultations within thirty (30) days after one party has served a written notice on the other party requesting the commencement of consultations, the parties agree that their dispute shall next be submitted to the Singapore Mediation Centre and the Singapore International Arbitration Centre for resolution by med-arb in accordance with the SMC-SIAC Med-Arb Procedure for the time being in force, which procedure is deemed to be incorporated by reference into this clause.
- 7.2. The Volunteer acknowledges that, in executing this Deed, he has had the opportunity to seek the advice of independent legal counsel, and he has read and understood all of the terms and provisions of this Deed. This Deed shall not be construed against any party by reason of the drafting or preparation hereof.
- 7.3. Where any part of this Deed is invalid, the other parts of this Deed shall continue in full force and effect.
- 7.4. This Deed shall be binding on the Volunteers and their respective successors and assigns.
- 7.5. To be effective, all amendments to this Deed require a written agreement signed by the Volunteer or Volunteers and approved by the Company.
- 7.6. Any subsequent change or changes in the Volunteer's duties, obligations, rights or compensation, including without limitation termination of the Deed or conversion of the relationship to employment, will not affect the validity or scope of this Deed.
- 7.7. This Deed sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between them.
- 7.8. This Deed is signed in the English language.

8. SIGNATURE

- 8.1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Executed as a Deed by each of the Undersigned severally on the ____ day of _____, 2012.

[ListofFounderNames]

EXHIBIT A: PRIOR INVENTIONS

A list of Works which the Volunteer previously created and owns, and are related to some aspect of the Company Business, but which are not assigned to the Company

EXHIBIT B: OPENSOURCE PROJECTS

A list of Opensource Projects to which the Volunteer contributes Work
which the Company does not own