



2627 Hanover St, Palo Alto, CA 94304 | startx.com

June 5, 2022

Pierre d'Hébrail

Re: Internship Position

Dear Pierre,

StartX, a California non-profit organization with the purpose of educating and providing resources to startup companies and their founders (the "**Participants**"), is pleased to offer you a position as an intern on the following terms.

As an intern, you will perform assigned functions and duties in a timely and professional manner, as instructed by StartX management. You will also be required to attend the events, weekly work sessions, meetings and check-ins at the StartX facilities or in virtual spaces. If you cannot attend any of these, please let us know. Pierre Collignon will have primary responsibility for overseeing your internship duties. During your internship, you will work out of StartX's offices at 2627 Hanover Street, Palo Alto, California, and other such places that may be reasonably required by StartX.

The internship is a full time position, to commence on August 22, 2022 and end on February 4, 2023. As an intern, you are not an employee, contractor, or joint venture of StartX, and you will provide services under this letter of agreement for a monthly stipend of \$3300.00 to be paid for the duration of your internship. You will not earn or receive wages, salary, bonus or compensation of any kind other than the aforementioned stipend amount, or be eligible for or be entitled to benefits, including but not limited to: health coverage, unemployment insurance, holidays, paid vacation, sick leave, workers' compensation, disability, California state disability insurance, unemployment insurance, paid family leave benefits, or other insurance coverage. By signing this letter agreement, you hereby acknowledge and represent that it is your intent, as it is the intent of StartX, to provide services under this letter agreement as an intern as described herein.

StartX is responsible for maintaining, and will maintain at all times during your internship services, general liability, real property and accidental insurance coverage for StartX and its business invitees, including yourself.

As an intern for StartX, you will be expected to abide by StartX's rules and policies as applicable to volunteers. In addition, you will be expected to abide by the Fundamental Standard of Stanford University, as amended from time to time, and to show appropriate, respectful, and loyal behavior toward the Participants, StartX, or any StartX affiliates. You will also be required to read and sign, and be bound by, StartX's Volunteer Confidentiality Agreement. Your obligation to protect StartX's confidential information and to refrain from disclosing this information continues after your internship ends.

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You are free to terminate your internship relationship with StartX at any time and for any reason whatsoever simply by notifying StartX. Likewise, StartX may terminate your internship status and refuse further services from you at any time, with or without cause or advance notice.

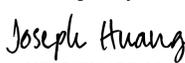
This letter agreement, together with your Volunteer Confidentiality Agreement, forms the complete and exclusive statement of your agreement to provide internship services for StartX. It supersedes any other agreements or promises made by you, or to you by anyone, whether oral or written. The terms of this letter agreement cannot be changed except in a written agreement signed by you and by StartX.

Please sign and date this letter agreement, and return it to me by June 9, 2022 if you wish to accept the internship position at StartX under the terms described above.

We are thrilled that you are interested in spending your internship with us, and we hope that your experience with StartX will be challenging and rewarding.

Sincerely,

StartX

DocuSigned by:

06D9F1E86ADF403...

Joseph Huang

CEO

AGREED AND ACCEPTED:

DocuSigned by:

7A8DF832EFA6431...

Date: 6/7/2022

Pierre d'Hébrail

STARTX

VOLUNTEER CONFIDENTIALITY AGREEMENT

I understand that my volunteer relationship with StartX creates a relationship of confidence and trust with respect to any information of a confidential, proprietary or trade secret nature (“*Proprietary Information*”) that may be disclosed to me in connection with my volunteer work, including information disclosed to me by StartX, its participating companies, and its and their partners or affiliates (collectively the “*StartX Group*”). Such Proprietary Information includes but is not limited to inventions, marketing plans, business strategies, financial information, forecasts, personnel information, and all trade secrets, copyrights, trademarks, patents and other intellectual property rights recognized by the laws of any jurisdiction or country. At all times, including after any termination of my volunteer relationship with StartX, I shall:

- keep and hold all Proprietary Information in strict confidence and trust;
- not use or disclose any Proprietary Information without the prior written consent of StartX, except as may be necessary to serve as a StartX volunteer for the benefit of StartX;
- upon termination of my volunteer position with StartX, promptly deliver to StartX all documents and materials of any nature relating to the StartX Group including any Proprietary Information; and
- not retain any documents or materials or copies thereof containing any Proprietary Information.

I hereby recognize that all Proprietary Information shall be the sole and exclusive property of StartX and/or other members of the StartX Group.

Except as set forth in **Exhibit A**, I hereby assign to StartX any rights I may have or acquire with respect to any work product that I create in the course of my volunteer work.

I HAVE READ, UNDERSTAND AND AGREE WITH ALL THE ABOVE.

SIGNED:  7A8DF832EFA0431... PRINTED NAME: Pierre d'Hébraï DATE: 6/7/2022

EXHIBIT A
INVENTIONS

1. Prior Inventions Disclosure. The following is a complete list of all Inventions that (a) I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my volunteer service with StartX; (b) in which I have an ownership interest or which I have a license to use; (c) and that I wish to have excluded from the scope of this Agreement (collectively referred to as “*Prior Inventions*”):

- None
- See immediately below:

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2. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and StartX does not require you to assign or offer to assign to StartX any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights in any of the items listed above (collectively, “*Invention*”) that you develop entirely on your own time without using StartX’s equipment, supplies, facilities or trade secret information, except for those Inventions that either:

- a.** Relate at the time of conception or reduction to practice to StartX’s business, or actual or demonstrably anticipated research or development; or
- b.** Result from any work performed by you for StartX.

To the extent a provision in the Volunteer Confidentiality Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between StartX and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.