

INTERNSHIP AGREEMENT

1. This internship agreement is between [name of intern] (“Intern”), a student of the [name of university or program] (the “Educational Institution”), and Korion Health Inc. (“Korion Health”).
2. The purpose of this agreement is to ensure that the internship experience primarily benefits the Intern. This agreement outlines the obligations of the Intern and Korion Health.
3. Intern will be placed at Korion Health for an unpaid internship as part of the Intern’s educational experience at the Educational Institution. This internship will allow Intern on-the-job training to supplement his/her training and course work at the Educational Institution.
4. The internship will begin on [start date] and end on [end date]. The anticipated schedule will be [days of the week and hours].
5. It is understood that the internship is temporary, and Korion Health is under no obligation to continue the internship or make any offer of permanent employment following the last day of the internship as set forth above.
6. It is also understood that Intern will continue to be a student of the Educational Institution during the internship and Korion Health will not consider Intern to be an employee.
7. Intern also understands that the internship is a training experience and that Intern is not entitled to, and will not, be paid any wages or other compensation for time spent training at Korion Health.
8. Korion Health will not ask Intern to perform any of its regular employees’ job duties or responsibilities, but may ask Intern to perform minor tasks from time to time, such as [list tasks].
9. Korion Health agrees to closely supervise Intern. Korion Health will provide Intern with an academic experience as well as practical experience similar to that an educational institution might provide, but in a professional setting. Intern will likely shadow Korion Health’s employees. Korion Health also agrees to provide learning assistance and supervision throughout the internship.
10. This internship is conditioned upon Intern’s agreement to abide by the Korion Health Invention Assignment and Confidentiality Agreement included as Exhibit A and to comply with all Korion Health policies.

Agreed to and accepted:

[Intern name]

[Date]

Korion Health Inc.

[Date]

EXHIBIT A

KORION HEALTH INC.

Intern Invention Assignment and Confidentiality Agreement

This Intern Invention Assignment and Confidentiality Agreement (this “**Agreement**”) is made and entered into as of the effective date set forth at the end of this Agreement by and between Korion Health Inc. (“**Korion Health**”), and the intern whose name and signature are set forth at the end of this Agreement (“**Intern**”).

WHEREAS, the parties agree that as part of Intern’s involvement with Korion Health, Intern receives, and is exposed to, confidential and proprietary information about Korion Health, including but not limited to client lists, specialized business methods, sales and marketing techniques and plans, trade secrets and financial information or other business information, the improper use or disclosure of which could interfere with, competitively harm or otherwise disrupt business;

WHEREAS, this Agreement is a material inducement for Korion Health to enter into an engagement with Intern; and

WHEREAS, Korion Health is not willing to enter into an engagement with Intern without this Agreement.

NOW, THEREFORE, in consideration of the relationship between Intern and Korion Health and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Intellectual Property Rights.

1.1 Korion Health is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all work performed by Intern on behalf of Korion Health, including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein.

1.2 All work performed by Intern on behalf of Korion Health is hereby deemed “work made for hire” for Korion Health as defined in 17 U.S.C. § 101. Intern hereby irrevocably assigns to Korion Health, in each case without additional consideration, all right, title and interest throughout the world in and to the work, including all Intellectual Property Rights therein. Furthermore, if at any time during Intern’s engagement with Korion Health (whether or not during

normal working hours or on the premises of Korion Health), Intern (either alone or with others) makes, conceives, discovers, reduces to practice or becomes in possession of any intellectual property that (i) concern Korion Health's business or any of the products or services being developed, manufactured, marketed, sold or otherwise provided, planned or investigated by Korion Health; or (ii) resulted from duties or tasks assigned to Intern by Korion Health or that are otherwise performed by Intern in the ordinary course of Intern's engagement with Korion Health; or (iii) resulted from the use of premises, equipment, supplies, facilities or any other personal property (whether tangible or intangible) owned, leased or contracted for by Korion Health; or (iv) resulted from, incorporate, or are derived in any manner from any Confidential Information (defined below) or portions thereof, of Korion Health, Intern agrees that such intellectual property, and all the benefits thereof, are the sole and exclusive property of Korion Health and its successors and designated assigns.

1.3 Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "**Moral Rights**"). Intern hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Intern may now or hereafter have in any jurisdiction to any Moral Rights with respect to Intern's work on behalf of Korion Health.

2. Non-Disclosure.

2.1 Intern agrees that Intern will at all times hold in strictest confidence the confidential, proprietary or secret information of Korion Health, that is not generally available to the public, relating to clients, products, know-how, negotiation strategy, business and training methods and systems, marketing, sales, business plans, budgets, prices, finances or other business operations or activities, (collectively called "**Confidential Information**"). The definition of "Confidential Information" is intended to have the broadest meaning as permitted by law and extends beyond the definition of "trade secrets" as set forth in the Delaware Uniform Trade Secrets Act, the Maryland Uniform Trade Secrets Act Trade Secrets Act, and/or the Federal Defend Trade Secrets Act. Intern further agrees that Intern is subject to a duty to maintain the confidentiality of confidential or proprietary information that Korion Health has received and will receive from third parties, hold such information in the strictest confidence, and not disclose it to any person or entity or use it except as necessary in carrying out Intern's work for Korion Health consistent with any agreement between Korion Health and such third party.

At all times during and after the termination of Intern's engagement, Intern will not disclose to others or use for Intern's own benefit or for the benefit of others, any Confidential Information (whether or not learned, obtained or developed solely by Intern or jointly with others), except as such disclosure or use may be required in connection with Intern's work for Korion Health, or unless an officer of Korion Health expressly authorizes such in writing. Intern's obligations under this Section will not apply to any information that is in the public domain through no action on the part of Intern, or that Intern can demonstrate was known to Intern prior to Intern's engagement with Korion Health.

2.2 Intern shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that it is disclosed solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. If Intern brings suit against Korion Health for retaliation based on the reporting of a suspected violation of law, Intern may disclose a trade secret to Intern's attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and Intern does not disclose the trade secret except pursuant to court order.

2.3 Nothing in this Agreement is intended to preclude or dissuade Intern from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or other terms and conditions of engagement, or to otherwise interfere with any rights Intern has under the National Labor Relations Act. Nothing in this Agreement prohibits employee from reporting possible legal violations to the government or from making other disclosures to the government that are protected under federal or state whistleblower provisions or other applicable law.

2.4 Intern agrees that all files, papers, records, documents, equipment and similar items relating to the business of Korion Health (including copies thereof) coming into Intern's possession shall at all times remain the exclusive property of Korion Health, and shall be delivered promptly to Korion Health at the time Intern's engagement ends or at any earlier time on the request of Korion Health. Intern agrees not to make, retain, or use any copies of such materials after Intern's engagement with Korion Health has ended.

3. Security and Access. Intern agrees (i) to comply with all Korion Health information, property and documents security policies and procedures as in force from time to time; (ii) not to access or use any Korion Health computer programs or data without authorization, and not to access, obtain, use, copy or alter Korion Health information, property or documents except as authorized by Korion Health; (iii) not to access, obtain, use, copy or alter Korion Health information for personal use and/or competition; and (iv) not to access, obtain, use, copy or alter any Korion Health information, property or documents in any manner after the termination of Intern's engagement with the Company. Intern agrees to notify Korion Health promptly in the event Intern learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any information, property or documents or other Korion Health property or materials by others.

4. Reasonableness of Restrictions. Intern acknowledges and agrees that each of the covenants herein are no greater than necessary in terms of time, scope and geographical limitations to protect Korion Health from unfair competition and other disruptions, and that the terms of this Agreement (including the non-solicitation/non-interference and non-competition provisions) are fair and reasonably required for the protection of the interests of Korion Health (including, but not

limited to, the protection of Korion Health's Confidential Information, other trade secrets, and goodwill), and will not place an undue burden on Intern's ability to earn a livelihood.

5. Remedies. Intern understands that Korion Health may sustain irreparable injury if Intern violates this Agreement. In order to limit or prevent such irreparable injury, Korion Health shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies that Korion Health may have for a breach of this Agreement. Intern also agrees and understands that Intern will be responsible for the legal expenses (including, without limitation, reasonable attorneys' fees and costs) that Korion Health incurs if Intern violates this Agreement.

6. Assignability. This Agreement, and Intern's rights and obligations hereunder, may not be assigned by Intern. Korion Health may, without Intern's consent, assign its rights, together with its obligations, under this Agreement. In the event of an assignment of this Agreement by Korion Health, Intern shall at all times remain fully responsible and liable for compliance with all obligations under the terms and provisions of this Agreement. This Agreement shall be binding on, and inure to the benefit of, and be enforceable by Korion Health and its successors and assigns.

7. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of Delaware, without giving effect to the choice of law rules thereof. Intern hereby expressly consents to the personal jurisdiction of the Delaware state and federal courts in connection with any lawsuit filed with respect to this Agreement. **THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.**

8. Miscellaneous.

8.1 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.2 This Agreement shall survive any termination of Intern's engagement. **Nothing contained in this Agreement shall be construed or interpreted to guarantee Intern engagement with Korion Health for any period of time or change Intern's at-will engagement status. Intern acknowledges and agrees that either Intern or Korion Health may terminate Intern's engagement at any time for any or no reason.**

8.3 Nothing in this Agreement prohibits Intern from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of the law or regulation.

8.4 No waiver by Korion Health of any breach of any covenant, provision or obligation in this Agreement by Intern shall be considered to be a continuing waiver of any such covenant, provision or obligation, or of any future breach thereof. No waiver of any of the provisions of this Agreement shall be binding on Korion Health unless made in writing and signed by the Chairman

of the Board of Directors.

8.5 The premises set forth as the introductory “Whereas” clauses to this Agreement are integral, material and substantive provisions of this Agreement, and are hereby incorporated into this Agreement by this reference.

8.6 This Agreement contains all of the agreements and understandings between the parties hereto with respect to the subject matter hereof. All subsequent changes and modifications to this Agreement, to be valid, shall be by written instrument executed by Korion Health and Intern, except as noted herein.

9. **Acknowledgement of Understanding.** Intern acknowledges that Intern has read this Agreement in its entirety and understands all of its terms and conditions including the covenants, that Intern has been given an opportunity to review the terms of this Agreement and receive further information or advice prior to signing it, and that Intern is entering into this Agreement of his or her own free will, without coercion from any source, and that Intern intends to be legally bound and to abide by all of the terms, conditions, and covenants herein contained.

[Name of Intern]

Date