

6th November 2020

Lim Jun Hui Joshua
159 Springside Avenue, Singapore 786215

Dear Joshua

FIXED TERM FULL-TIME EMPLOYMENT

I am pleased to confirm your offer with a fixed term full time employment with The MedTech Actuator PTE. LTD in the position as General Manager

The enclosed employment agreement (**Agreement**) confirms the terms and conditions that apply to your employment for this further Term. Please read the Agreement carefully.

Your employment will also be covered by the Key Employment Terms (KETS) that is named in Schedule 1 to the Agreement.

Please indicate your acceptance of these terms by signing the Agreement and returning a signed copy to HR Manager no later than 6th November 2020.

1. Position

- 1.1 You will be employed on the position of set out in the Schedule. You may be required to undertake any duties that are consistent with the nature of the position or are otherwise consistent with your seniority, skills and experience.
- 1.2 A current description of your duties and responsibilities is set out in your position description. This description is not intended to be exhaustive and you may be required to perform other duties in addition to those set out in your position description that are otherwise consistent with your seniority skills and experience.
- 1.3 You will be employed at the Company's offices located at the address set out in the Schedule. You may also be required to work at other locations from time to time as necessary. You will report to the person or position set out in the Schedule, or such other person or position as directed from time to time.
- 1.4 If your position, duties or reporting structure change, this Contract of Employment will continue to apply to your employment unless you and the Company:
 - (a) enter a new written agreement; or
 - (b) vary this Contract of Employment in writing.

2. Term

Your employment will commence on the date in the Schedule and will continue until terminated in accordance with the provisions of this Contract of Employment.

The Employer appoints you, and you agree to serve, in the fixed term, full time, position specified in Schedule 1, although the Employer may require you to perform other reasonable duties or work in other positions from time to time either on a permanent or temporary basis.

Your employment under this Agreement will commence on the Commencement Date specified in Schedule 1 (or such other date as advised by the Employer in writing) and continue for the length of the Term specified in Schedule 1, unless terminated earlier in accordance with this Agreement or you agree in writing to reduce or extend the Term.

The location of your work will be as outlined in Schedule 1, however the Employer may direct you to perform your duties at other locations either temporarily or permanently. You may be required to undertake travel as part of your duties.

You will report directly to the position outlined in Schedule 1, or another position nominated by the Employer from time to time.

This Agreement will continue to operate in relation to your employment for the Term despite any temporary or permanent change in your location, duties, position or reporting line, until terminated in accordance with this Agreement or replaced by a new agreement made in writing between you and the Employer.

3. Remuneration

- 3.1 You will be paid the salary as outlined in Schedule 1 (which is exclusive of superannuation). Your base salary, net of appropriate taxation, will be paid fortnightly by direct deposit into an account nominated by you.
- 3.2 Except as Otherwise provided in this Agreement, you agree that your salary has been calculated to compensate you for all ordinary hours, all additional hours that you work in order to fulfil the requirements of your position and all other obligations under this agreement. You will not be paid any additional penalty rates, overtime rates, allowances or loadings, unless expressly agreed with the employer in advance.
- 3.3 Your salary may be increased by the Employer from time to time, to meet legislative minimum requirements and/or at the Employer's discretion. Any such amendment will be confirmed in writing.

4. Central Provident Fund (CPF)

- 4.1 Your remuneration is exclusive of CPF and the Company will make CPF contributions on your behalf into your CPF fund. These Contributions will equal the minimum level of CPF contributions which the Company must make for you so as not to be liable to pay a charge under the *Central Provident Fund Act* Revised Edition 2013.
- 4.2 You must do everything necessary to enable the Company to make the Contributions on your behalf.

5. Duties

5.1 You must:

- (a) perform to the best of your ability and knowledge the duties assigned to you by the Company from time to time, whether during or outside business hours and at such places as the Company requires;
- (b) serve the Company faithfully and diligently to the best of your ability;
- (c) use all reasonable efforts to promote the interests of the Company;
- (d) act in the Company's best interests;
- (e) comply with all lawful directions of the Company;
- (f) comply with all law applicable to the Company's position and the duties assigned to you; and
- (g) report to the person or persons nominated by the Company from time to time.

5.2 Without limiting your duties to the Company, you must not:

- (a) act in conflict with the Company's best interests;
- (b) compete with the Company; or
- (c) work for anyone other than the Company.

6. Policies and Procedures

6.1 You acknowledge and agree:

- (a) that you will comply with all Company policies in place from time to time;
- (b) the Company may at any time review, implement, vary and/or terminate policies at any time at its sole discretion;
- (c) the Company's policies do not form part of your contract of employment; and
- (d) failure to comply with the Company's policies may result in disciplinary action, up to and including dismissal.

7. Hours

You are required to work on either a full-time/part-time basis, as set out in the Schedule, during the hours and days set out in the Schedule. The Company may require you to work reasonable additional hours from time to time as are necessary to meet the needs of its business or the needs of a client's business. You acknowledge that working reasonable additional hours is part of your role and that this has been taken into account in setting your salary.

8. Leave

- 8.1 You are entitled to 18 days of paid annual leave in each 12-month period in accordance with applicable law or pro rata if part-time. Annual leave accrues progressively during a year of

service and accumulates from year to year. You will be entitled to be paid your accrued but untaken annual leave on termination of employment.

- 8.2 You are entitled to sick leave and carer's leave ("Medical Leave") in accordance with applicable law. Personal/Carer's Leave includes:
- (a) paid leave taken by you because of a personal illness or injury ("Medical Leave"); or
 - (b) paid or unpaid leave taken by you to provide care or support a member of your Immediate Family who requires care and support because of a personal illness or injury, or an unexpected emergency affecting them ("Carer's Leave").
- 8.3 You are entitled to 14 days paid Personal/Carer's Leave in each 12-month period, or pro rata if part-time. Personal/Carer's Leave accrues progressively during a year of service and accumulates from year to year. No payment in lieu of Personal/Carer's Leave will be made, either on termination of your employment or otherwise.
- 8.4 If you have exhausted your entitlement to paid Personal/Carer's Leave, then you are entitled to two days of unpaid Carer's Leave for each occasion when a member of your Immediate Family requires your care or support for personal illness, injury or an unexpected emergency affecting the person.
- 8.5 You are entitled to two days paid compassionate leave per occasion in accordance with applicable law:
- (a) for the purpose of spending time with a member of your Immediate Family who contracts or develops a personal illness that poses a serious threat to the person's life or who sustains a personal injury that poses a serious threat to the person's life; or
 - (b) after the death of a member of your Immediate Family.
- 8.6 This leave can be taken in two consecutive days, two single days or other periods agreed between the Company and you.
- 8.7 Before granting Sick Leave, Carer's leave, or compassionate leave during or following any period of leave, the Company may:
- (a) in the case of leave involving an illness or injury, require you to provide Reasonable Evidence confirming your illness or injury of the illness or the illness or injury of a member of your Immediate Family (as the case may be); and/or
 - (b) in the case of leave for an unexpected emergency affecting a member of your Immediate Family, require you to provide Reasonable Evidence of the emergency; and/or
 - (c) in the case of compassionate leave, require you to provide Reasonable Evidence confirming the reason for the compassionate leave.
- 8.8 You must promptly notify the Company if you will be absent and of the expected period of the leave. As a general rule, the Company requires the production of a medical certificate if you are away on sick leave for more than 24 hours or if your absences are in excess of four single days per year or if the absences of one day or more is either side of a public holiday or weekend.
- 8.9 For the purposes of this clause:

(a) **Immediate Family** means a member of your immediate family or household, as those terms are defined in the relevant provisions of the *Fair Work Act 2009* ("FW Act").

(b) **Reasonable Evidence** means evidence satisfactory to the Company and may include a medical certificate or statutory declaration, as required by the Company.

8.10 You are entitled to parental leave in accordance with applicable law.

8.11 You are entitled to long service leave in accordance with applicable law.

8.1.2 You are entitled to National Service leave in accordance with applicable law.

9. Medical and Dental Benefits

9.1 You shall be entitled for medical and dental benefits in accordance with the Benefits Policy.

9.2 The Company agrees to make the necessary applications so as to obtain for your coverage under its Outpatient and Hospitalisation Insurance; Group Personal Accident Insurance and Group Term Life insurance schemes. Your eligibility and acceptance for cover are subject to our insurers' acceptance criteria for such insurance coverage. If approved, any such coverage shall be subject to the insurer's prevailing terms and conditions and limits on coverage as may be imposed by the insurers for each such scheme.

10. Termination

9.1 Your employment may be terminated at any time:

(a) by you giving the Company the notice specified in the following table; or

(b) by the Company giving to you the notice specified in the following table:

Period of continuous service	Notice period
Less than 12 weeks (probation)	1 week
Post probation, but less than 1 year	1 month
More than 1 year	2 months

The relevant notice period increases by 1 week if you are over 45 years old and have completed at least 2 years' continuous service with the Company.

9.2 The Company may terminate your employment immediately at any time:

(a) if either party has already given notice of termination, by making a payment to you equal to your salary in lieu of any unexpired part of that notice period; or

(b) otherwise, by making a payment to you equal to your salary in lieu of the notice period.

9.3 If the Company or you have given notice of termination, the Company may require you during the period of notice of termination:

- (a) not to carry out any of your duties;
 - (b) not to attend for work, but to be available to perform work if and when requested;
 - (c) not to access any Company member's computer systems;
 - (d) to perform duties which are different to those which you had been required to perform, provided only that you have the necessary skill and competence to perform the duties;
 - (e) not to have any contact with any customers, employees or suppliers of the Company;
 - (f) to return Company property to the Company; or
 - (g) any combination of the above.
- 9.4 By mutual consent, whole or part of the notice period may be waived in which case liability for payment after such date will cease.
- 9.5 The Company may terminate your employment without notice in circumstances warranting summary dismissal. Such circumstances include, but are not limited to, if you:
- (a) disobey a lawful direction of the Company;
 - (b) commit an act of dishonesty or fraud;
 - (c) wilfully breach your duty to the Company or a Company policy;
 - (d) are guilty of other serious misconduct;
 - (e) seriously and wilfully neglect the performance of your duties;
 - (f) are convicted of an offence precluding or inhibiting the further performance of your duties; or
 - (g) if you breach any other material provision of this contract of employment.

11.Obligations on Termination

On termination of your employment for any reason you must immediately:

- (a) Resign from all offices, positions and authorities you may hold for the Company unless the Company decides otherwise. You will be required to sign all documents reasonably required or desirable to effect or acknowledge your resignation, including (where applicable) any banking authority;
- (b) Return to the Company any property of the Company in your possession, custody or control, including any Confidential Information (without retaining copies of the same), car, equipment, computers and programs, electronic storage devices, keys, security devices, files, papers and reports;
- (c) Provide to the Company all relevant passwords, if any, to computers, systems or computer files which have been in your care or control during your employment.

12. Social Media, Internet and Emails

- 11.1 You must not without the prior consent of the Company, make any comment to any representative of the media or on social media on behalf of the Company or regarding the business of the Company.
- 11.2 You are personally responsible for content published in a personal capacity on any form of social media platform.
- 11.3 When using social media in your personal capacity you must not:
- (a) post material that is offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory, hateful, racist, sexist, infringes copyright, constitutes a contempt of court, breaches a Court suppression order, or is otherwise unlawful;
 - (b) Use your work email address;
 - (c) use or disclose any Confidential Information;
 - (d) post material that is, or might be construed as, threatening, harassing, bullying or discriminatory towards another employee of the Company; or
 - (e) make any comment or post any material that might otherwise cause damage to the Company's reputation or bring it into disrepute.
- 11.4 You may only use the Company's resources to access the internet in a reasonable manner that does not interfere with your work and is not inappropriate or excessively accessed.
- 11.5 It is recognised that you may need to use company equipment and/or communications from time to time for personal use. In general, this is allowed, provided:
- (a) such use does not contain include accessing, sending or receiving pornographic or offensive material or material containing discriminatory or harassing language;
 - (b) personal use is limited in duration and does not adversely affect completion of your job responsibilities;
 - (c) you accept that communications data and information sent or received using company property is company property and is not a private communication; and
 - (d) the Company reserves the right to monitor all communications, including email and internet usage.

13. Confidential Information

- 12.1 You will have access to the Company's Confidential Information. You must not, either during or after your employment with the Company, use any Confidential Information for the benefit of any person or entity except the Company. You must keep confidential all Confidential Information and not disclose any Confidential Information to any person except:
- (a) with the prior written consent of the Company;
 - (b) to the Company's agents, employees or advisers in the proper performance of your responsibilities and duties;
 - (c) if you are compelled by law; or

- (d) if the Confidential Information was public knowledge when this agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by you).
- 12.2 You shall immediately deliver to the Company all Confidential Information capable of delivery:
 - (a) upon the termination of your employment; or
 - (b) at any time on the request of the Company or its nominee.
- 12.3 These obligations will continue to apply after the expiration or termination of your employment, however caused, and are in addition to duties of confidentiality at law or in equity.
- 12.4 You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- 12.5 You must provide assistance reasonably requested by the Company in relation to any proceedings the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information.

14. Intellectual Property

- 13.1 You:
 - (a) presently assign to the Company all existing and future Intellectual Property Rights in all Materials;
 - (b) acknowledge that by virtue of this clause all such existing rights are vested in the Company and, on their creation, all such future rights will vest in the Company;
 - (c) acknowledge that you may have Moral Rights;
 - (d) insofar as you are able, waive your Moral Rights in respect of all of the Materials; and
 - (e) voluntarily and unconditionally consent to all or any acts or omissions by the Company in relation to the Materials, which have already occurred or may occur in the future, which may otherwise infringe your Moral Rights in any of the Materials. This consent extends to the Company's successors in title, licensees of the copyright in the Materials and other persons authorised by the Company to do acts comprised in the copyright in the Material.
- 13.2 You must do all things reasonably requested by the Company to enable the Company to assure further the rights assigned, and consents given, under this clause.

15. Restraint

- 14.1 You agree that you will not, in the country of Singapore and without the prior written consent of the Company, during the period of 3 months after the termination of your employment, however that termination occurs:
 - (a) Participate in, promote, carry on or otherwise be involved in, financially or otherwise as a member, shareholder, unit holder, financier, consultant, advisor, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier, any business which is the same as or substantially similar to or which competes with the Company;

- (b) solicit, canvass, approach or accept any approach from or deal with any person who was at any time during the last 12 months of your service with the Company, a client of the Company in that part or parts of the business carried on by the Company in which you were employed, with a view to obtaining the custom of that person in relation to any part of any business or activity which involves the purchase, sale, manufacture or distribution of the products lines in relation to which you were employed;
 - (c) interfere with the relationship between the Company and their clients, customers, employees, suppliers or contractors, in any business carried on by the Company in which you were employed at any time during your final 12 months employment with the Company; or
 - (d) induce or assist in the inducement of any employee of the Company to leave their employment, or to do the acts referred to above.
- 14.2 You agree to fully and completely cooperate with any reasonable request by the Company to provide evidence confirming that you do not breach this clause.
- 14.3 You acknowledge that each restriction specified in this clause is in the circumstances reasonable and necessary to protect the Company's legitimate interests.

16. Previous Understandings and Agreements

This Contract of Employment constitutes the whole of the terms and conditions of your Contract of Employment with the Company and supersedes all previous agreements, arrangements, understandings or representations in relation to your employment with the Company.

17. No Waiver

No failure to exercise or any delay in exercising any right, power or remedy under this employment contract will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

18. Reference to Laws

- 17.1 Where this contract of employment refers to any law (including an Industrial Instrument):
- (a) the law operates according to its terms (with the consequence that it may, or may not, apply to you and may be varied, rescinded or replaced); and
 - (b) the law is not incorporated into this agreement and compliance with the law is not a term of this agreement.

19. Severability

Any provision of this Contract of Employment which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this contract of employment nor affect the validity or enforceability of that provision in any other jurisdiction.

20. Governing Law

The terms of this Contract of Employment are governed by and are to be construed in accordance with the laws enforced in the country in which you are employed.

21. Definitions

For the purposes of this contract of employment:

Confidential Information includes all information regardless of the manner in which it is recorded, including but not limited to trade secrets and confidential know-how, customer and supplier lists, price lists, data bases, source codes, operating procedures, information in electronic forms, system information, pricing information, tender information, programming knowledge, technical information, business, marketing, financial, accounting, sales and operations information relating to the current or future business interest, methodology or affairs of the Company, or any person or entity which the Company deals or is concerned with;

Intellectual Property Rights means all intellectual property rights created or generated by you (whether alone or with another person) in the course of your employment with the Company, including without limitation:

(a) patents, copyright, rights in circuit layouts, registered designs, trademarks, the right to have confidential information kept confidential, inventions and improvements in procedure made or discoveries conceived; and

(b) any application or right to apply for registration of any of those rights;

Materials means all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by you (whether alone or with the Company, its other employees or contractors) for use by the Company or in the course of or in connection with your employment with the Company; and

Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, which rights are created by the *Copyright Act 1968*, and any other similar right capable of protection under the laws of any applicable jurisdiction.

If you have any questions about the conditions contained in this Contract of Employment, please contact me.

Yours sincerely



Dr Buzz Palmer
Chief Executive Officer
MedTech Actuator PTE. LTD.

I hereby accept employment with The MedTech Actuator PTE. LTD. on the conditions set out in the contract of employment.



.....
Signature of employee

.....
Lim Jun Hui Joshua
Full name of employee

.....
10 Nov 2020
Date

SCHEDULE 1: KEY EMPLOYMENT TERM

Clause		
	Commencement Date	TBD
1.1	Position:	General Manager
	Responsibilities	As described in Position Description (below)
1.3	Primary Work Location	163 Tras Street. #03-01. Lian Huat Building. Singapore. 079024
1.4	Reporting to	Reporting to CEO
2	Term of Agreement:	Until 31 st January 2022
3	Annual Salary (renumeration)	Base salary: \$100,008 SDF levy: \$135 Allowances*: \$1100 Gross Salary: \$101,243 <u>Gross Salary + employer CPF: \$118,454</u>
4	CPF contribution	Employee contribution (additional): 17% of gross salary: \$17,211 Employer contribution: 20% of gross salary: \$20,049 Total contribution: \$37,260
	Annual Allowances*	1. Handset: \$500 2. Mobile plan: \$600
8	Employment Status, hours and days of work	Full-time 9 am-5 pm
8	Leave	Annual leave: 18 days (pro-rata) National service leave (as required by the ISAF, SCDF and SPF for ICT) Medical leave: 14 days (<i>pro-rated for the first 6-months</i>) Hospitalization leave: 60 days (<i>pro-rated for the first 6-months including 14 days of medical leave</i>)
9	Probation and Notice Period	Probation period: 12 weeks Notice period (<i>post probation</i>): 1 month

General Manager

- Be part of Singapore's MedTech and innovation future
- Initially 1-year Full-time position
- Singapore based
- Opportunity international travel

The Company

The MedTech Actuator is Asia-Pacific's premier medical technology commercialisation initiative: priming, augmenting and developing our state-based innovation ecosystems through a nationally focused strategy. We're about real markets, real needs, real healthcare and real experts. We surround our startups with people and tools that rapidly accelerate their progress. We have a deep MedTech focus – commercialising innovative new technologies that will change the face of healthcare, in Singapore and globally.

The Role

- To manage all operations in relation to activities in Singapore, and working closely with the GM from the Australia office
- To seek, evaluate and support commercial projects – from within the ecosystem - through the innovation pathway; from concept through to its eventual admission into one of the MedTech Actuator programs.
- Determine the most appropriate program for potential startups and support their progress and development.
- Carry out market research and market entry feasibility studies, in support of the assessment of the clinical or commercialisation potential of the startup/project.
- Develop and deliver a strategy which builds upon the foundations of existing relationships with hospitals, universities and other medical professional leadership organisations to identify new opportunities to work in partnership.
- Develop a network of contacts within professional healthcare organisations, other Royal Colleges and Societies in order to identify and foster suitable partnerships.
- Provide clear guidance on matters relating to intellectual property and its management, as they arise and work closely with the exclusive IP firm, to ensure the best interests and due diligence is maintained.
- Support and manage a portfolio of projects
- Provide clear guidance on routes to commercialisation as the need arises.
- Be the single point of contact for startups in the programs
- Leverage local funding opportunities to enable scale and sustainability of the business

The Candidate

- At least 5 years of industry experience, preferably in the health, technology or innovation sectors
- A high level of personal integrity with strong negotiating and influencing skills, and powerful networks
- Demonstrable competency in strategic execution, growth and commercialisation
- Strong organisational delivery skills
- A good understanding of the financial and investment pathway for deep-tech startups,
- Excellent communication skills (e.g. writing, public speaking, interpersonal)
- Ability and willingness to undertake interstate and international travel
- At least 2 years demonstrable experience in business development and/or program management with prior experience in successful raise of sponsorship;
- Strong representational and interpersonal skills, including the ability to network and communicate effectively (oral and written) with a wide variety of stakeholders at a senior level, including technology, government, corporate, and research;
- At least 5 years demonstrable experience in the successful coordination and execution of complex projects and events involving multiple stakeholders, delivering to a high standard, on time, and within budget;
- Demonstrated capacity to effectively work independently, as well as part of a team;
- Ability to work in a fast-paced environment whilst managing a diverse workload;
- Proficiency in the use of Microsoft Office suite, and familiarity with social media platforms (LinkedIn and Twitter);
- Ability to manage priorities and conflicting issues in a professional manner; and
- An undergraduate degree or equivalent in a STEM discipline

Desirable

1. A postgraduate degree in either business, technology, engineering or medicine
2. Experience working within an accelerator, incubator, startup or innovation environment
3. Experience or knowledge of medical technology commercialisation

