Cyberdyne Tech Exchange

STRICTLY PRIVATE AND CONFIDENTIAL

21 December 2018

Wong Yoke Qieu, Gabriel
25 Holland Hill #02-02
Singapore 278740

Dear Gabriel,

We are pleased to offer you employment with Cyberdyne Tech Exchange Pte. Ltd. (hereinafter "CTX") under the following terms and conditions.

1.	**POSITION:**	Compliance Officer You will report to the Chief Operating Officer (COO).
2.	**CLASSIFICATION:**	Senior Vice President
3.	**COMMENCEMENT:**	Your employment with CTX shall commence on 1 January 2019.
4.	**REMUNERATION:**	You will receive a basic salary of S$10,000 gross per month. The amount of any increment for subsequent years will be reviewed on an annual basis and determined by CTX as it shall deemed appropriate.
5.	**BONUS:**	You will be eligible to participate in CTX corporate bonus scheme, subject to the rules and terms of the scheme as the same may be modified from time to time at the discretion of CTX.
6.	**SHARE OPTIONS:**	You will be eligible to participate in the CTX Executive Share Options Scheme (ESOP) after a qualifying period. Each year, an award may be made under the ESOP based on your performance and that of CTX.

The terms of the ESOP may be amended, and the plan may be replaced or discontinued, at any time at the discretion of CTX.

7. INCOME TAX: The filing, calculation, accuracy and all aspects related to your income tax, as assessed by the government will be your sole responsibility. CTX is not responsible or liable for any issues related to your personal income taxes.

8. ANNUAL LEAVE You shall be entitled to 21 working days of paid annual leave upon completion of 12 months of continuous service with CTX or pro-rated if you have served less than 12 months of continuous service.

The granting of leave shall be subject to the exigencies of service, or for any other good and valid reasons determined by CTX, and leave shall only be granted at times convenient to CTX.

9. WORKING HOURS

All hours of work are regulated in accordance with the relevant provisions contained herein the Employment Act of Singapore. Wherever required and applicable thereto for your appointment, you will be scheduled to perform shift or additional hours of work.

10. DUTIES AND RESPONSIBILITY

You are required to carry duties and job functions as may be assigned to you from time to time by your immediate supervisor or CTX.

You shall discharge the duties and functions with diligence and to the best of your abilities.

You shall not at any time during your employment without the prior written consent of CTX, engage or involve yourself, whether for reward or gratuitously, in any work, activity or business other than in respect of your duties to CTX.

11. TERMINATION

Either party may terminate this Contract of Employment without any reason being assigned whatsoever by giving to the other party three (3) months’ notice or salary in lieu of notice.

Notwithstanding anything stated herein, CTX reserves and shall have the right to terminate your Contract of Employment with CTX without due notice or salary in lieu of notice on the occurrence of the following:

a. You have been convicted in a criminal court of law of any jurisdiction;

b. You are guilty of misconduct, insubordination, gross negligence or repeated absence from work contrary to the rules and regulations of CTX, or any conduct prejudicial to the interest or reputation of CTX;

c. You have been found to be incompetent, negligent in the performance of your duties or fail to satisfactorily discharge your duties assigned to you;

d. You have been divulged Confidential Information acquired during the course of your employment to unauthorized person or party; and

e. Your conduct in any manner has adversely affected your standing and reputation in CTX or have breached the terms and conditions contained in the Contract of Employment with CTX.

12. CONFIDENTIALITY

You shall not disclose or divulge at anytime, either during the course of your employment with CTX or thereafter, any Confidential Information related to the company's business or activities which may come within your knowledge or possession in the course of your employment.

You shall not retain or copy for personal uses any Confidential Information that may come within your knowledge or possession in the course of your employment with CTX.

For the purpose of this Clause, **Confidential Information** shall include but not limited to any information, data, material or document relating to customers, customer prospects, Nasdaq technology platforms, vendors, account terms and pricing, trading data, clearing and settlement systems and policies, asset custody solutions, business terms and policies, finances and business plans, organizational structure, employees, cyber security policies, and such other information and material generally considered proprietary to CTX.

13. NON-SOLICITATION

i. <u>Non-solicitation of customers, customer prospects and vendors.</u> You covenant and agree that during the term of your employment with CTX and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the CTX's customers, customer prospects, or vendors with whom you had material contact during the your employment with CTX.

ii. <u>Non-solicitation of employees.</u> You also covenant and agree that during the term of your employment with CTX and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee or independent contractor with whom you had personal contact or supervised while performing your job duties, to terminate their employment, contractual or other relationship with CTX.

iii. <u>Injunctive Relief.</u> You hereby acknowledge (1) that CTX will suffer irreparable harm if you breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate CTX for such a breach. Therefore, if you breach any of such provisions, then CTX shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

14. NON-COMPETITION

Gabriel Wong
Compliance Officer

1. Covenant Not to Compete. You agree that at no time during the term of your employment with CTX will you engage in any business activity which is competitive with CTX nor work for any company which competes with CTX.

2. Neither shall you engage in any competitive activity with respect to CTX. Competitive activity includes, but is not limited to, forming or making plans to form a business entity to directly compete with any business of the Company.

3. For a period of one (1) year immediately following the termination of your employment, you will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with CTX within Singapore.

15. ALTERATIONS

You acknowledge and agree CTX reserve the right to implement or alter the general conditions, rules and regulations pertaining to your employment as and when necessary.

ACCEPTANCE OF EMPLOYMENT OFFER

I, Wong Yoke Qieu, Gabriel of NRIC/Passport Number S7330029J hereby confirm that I have read and accept the terms and conditions stipulated herein.

29/12/2018