

HOYA MEDICAL SINGAPORE PTE. LTD. EMPLOYMENT AGREEMENT

HOYA Medical Singapore Pte. Ltd., a Singapore company ("Company") is pleased to offer **Toh Hwee Yann Daphne** employment upon the following terms and conditions set out below and in the enclosed Appendix (the "Agreement"). This offer is conditional upon:

- (a) you obtaining all necessary governmental approvals for you to be employed in Singapore;
- (b) you passing a standard pre-employment medical examination; and
- (c) the Company determining that it has received satisfactory results from its reference checks.

1. POSITION AND DUTIES

- a) With effect from **6th September 2021** (the "Effective Date"), the Company shall employ you as the **Associate HR Director**. You shall report to **Managing Director, HOYA Technosurgical Corporation Singapore Branch** or such other person as the Company may determine in its sole discretion and shall have the duties and responsibilities assigned by **Managing Director, HOYA Technosurgical Corporation Singapore Branch** from time to time. You shall perform faithfully and diligently all duties assigned to you or such other position that the Company may assign. In this capacity, you shall have the duties, authorities and responsibilities as are required by your position and authorized under the Company's policies and procedures, and such other duties, authorities and responsibilities as may reasonably be assigned to you.
- b) You shall report to the Company's principal place of work located at **10 Biopolis Road, #04-01/06, Chromos, Singapore 138670**, or such other location in or near Singapore as the Company may designate. In addition, your job will require global travel as deemed necessary or desirable for the Company. Your regular working hours will be Mondays to Fridays: 8:30am to 5:30pm (inclusive of a 1 hour lunch break each working day). You are expected to work beyond the normal working hours and working days as required for you to properly discharge your duties in this role. Your eligibility to overtime payment, if applicable, is subject to applicable law.
- c) During your employment with the Company, you shall devote all of your business time, energy, business judgment, knowledge and skill and your best efforts to the performance of your duties with the Company, provided that the foregoing shall not prevent you from (i) participating in charitable, civic, educational, professional, community or industry affairs; and (ii) managing the your passive personal investments, so long as such activities in the aggregate do not interfere or conflict with your duties hereunder or create a potential business or fiduciary conflict.
- d) Your probationary period will be **3 months** from the date of employment with the Company. The Company shall have the absolute discretion to extend your probationary period for such further periods as it deems fit. When you have successfully completed your probationary period, you will be advised of your confirmation in writing.



2. BASE SALARY

- a) The Company agrees to pay you an annualized salary of **S\$162,000** in **twelve** monthly installments ("Base Salary"). This is payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly. Your Base Salary shall be subject to annual review (your next salary review will be in **July 2022**) by the Company thereof and the salary as determined herein from time to time shall constitute Base Salary for purposes of the Agreement.
- b) Notwithstanding anything in the Agreement, you acknowledge that you shall be solely responsible for any and all duties, assessments, levies, taxes, withholding taxes, back taxes, social security contributions, penalties, interests, fines, compositions or any other liability imposed by the relevant government authorities arising out of or in relation to your entry into, residence in and/or the exercise of any employment or performance of any services in Singapore or any applicable jurisdiction outside Singapore. You undertake to indemnify the Company and to keep the Company harmless from all damage, loss and any costs (including, without limitation, legal costs) in connection with the liabilities mentioned above.
- c) Payment of your salary shall be subject to such statutory deductions and withholdings as may be required in accordance with applicable legislation.
- d) The Company shall have the right to deduct from your salary any advances, loans, overpayment of salary or other payments due from you which is payable to the Company to the extent permitted by law.

3. BONUS AND INCENTIVES

- a) The Company has a bonus program and you are eligible to participate in such programs subject to the terms and conditions established by Hoya and/or the Company. Your bonus opportunity will be at a target amount of **20%** of the Base Salary.

The bonus payment ("Annual Bonus") will be determined by the Company in its sole and absolute discretion based on your performance, the performance of the business and market and industry conditions during the preceding fiscal year and such other factors as the Company deems appropriate (collectively "the Bonus Factors").

Such Annual Bonus, if any, shall be payable to you as soon as administratively practicable following the end of the fiscal year to which the Annual Bonus relates.

Any entitlement to Annual Bonus under the Agreement is conditional on you being employed by the Company and not serving any period of notice (regardless of whether you or the Company provided the notice) on the Annual Bonus payment date. For avoidance of doubt, you shall not be entitled to any Annual Bonus if for any reason you cease to be an employee of the Company on or prior to the date on which such Annual Bonus is actually paid.

You will be eligible to receive a pro-rated Annual Bonus for the period commencing with the Effective Date of the Agreement at the sole and absolute discretion of the Company.



4. EMPLOYEE BENEFITS

- a) **Benefit Plans.** The Company shall provide employee benefits to you in accordance with its prevailing policies and employee benefits program from time to time. The Company reserves the right to change, modify, discontinue, or terminate, at its sole discretion, its policies and employee benefits program. Your eligibility to receive any benefits will also be subject to the terms and conditions of the third party providers, where applicable. Employees shall not be entitled to any compensation of the loss, or prospective loss, of benefits arising from any employment action taken by the Company, including, without limitation, dismissal and the Company's rights to take such employment actions shall not be restricted or fettered by the existence of any benefit policy.
- b) **Vacation.** You are entitled to **19** days of paid vacation time ("Vacation") per calendar year (in addition to the gazetted public holidays), to be taken at a time or times convenient to, and as may be approved by, the Company. Any accrued vacation time unconsumed by the end of the following year shall automatically be forfeited and shall not be encashed.
- c) **Business Expenses.** Upon presentation of satisfactory documentation as the Company may specify from time to time, you shall be reimbursed in accordance with the Company's expense reimbursement policy, for all reasonable out-of-pocket business expenses incurred and paid by you during your employment with the Company and in connection with the performance of your duties hereunder.
- d) **Transport Allowance.** You are entitled to a transport allowance of **S\$400** per month (**S\$4,800** per annum) ("Transport Allowance").
- e) **Sick Leave.** In the event of absence or lateness for whatever reason including illness, you shall immediately notify the Company by telephone, and a medical certificate from a doctor or dentist registered under the Medical Registration Act or Dental Registration Act, certifying your physical condition, shall be delivered to the Company.

Upon completion of 3 months of service, you shall be entitled to fourteen (14) working days' paid sick leave during each year of service, and an additional forty-six (46) working days' paid sick leave during each year of service in the event hospitalization is required, provided that such leave is certified by a doctor or dentist registered under the Medical Registration Act or Dental Registration Act.

5. TERM AND TERMINATION

- a) **Notice of Termination:** The Agreement may be terminated by either party by giving notice to the other party in writing or by paying base salary in lieu of thereof as follows:
 - (i) During the probation period (including any extensions in accordance with the Agreement): **14 days' notice**
 - (ii) After the probation period (including any extensions in accordance with the Agreement): **60 days' notice**



- b) The Company reserves the right to suspend you from employment during any period where the Company is investigating any alleged misconduct or breach of any Company policies or regulations by you. The Company further reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Company). However, during any period of notice, the Company shall continue to pay your salary and contractual benefits whilst you remain employed by the Company.
- c) The Company shall be entitled, at its sole discretion, to suspend your employment without pay, demote you or terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of the Agreement and to your continuing obligations under the Agreement) and without any payment of salary in lieu of notice if:
 - (i) you are dishonest or engaged in serious or persistent misconduct or, without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder or breach the terms of the Agreement, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force, including but not limited to the Company's code of conduct or violate any applicable laws and regulations;
 - (ii) you are incapacitated by illness or otherwise unable to perform your duties hereunder for a period totalling in aggregate 60 days in any one year period ("Disability");
 - (iii) you become bankrupt or have a receiving order made against you or make any general composition with your creditors; or
 - (iv) you fail to maintain any necessary governmental approval for you to be employed in Singapore.

6. COVENANTS

- a) Non-competition. You acknowledge that (i) you perform services of a unique technical, research and development nature for the Company and its Affiliates that are irreplaceable, and that your performance of such services to a competing business will result in irreparable harm to the Company and its Affiliates, (ii) you are a management personnel of the Company and its Affiliates, (iii) you have and will continue to have access to Confidential Information (as described in Section 6e) below) and trade secrets which, if disclosed, would unfairly and inappropriately assist in competition against the Company or any of its Affiliates, (iv) in the course of your employment by a competitor, you would inevitably use or disclose such Confidential Information and trade secrets, (v) the Company and its Affiliates have substantial relationships with their customers and collaborators and you have and will continue to have access to these customers and collaborators, (vi) you have received and will receive specialized technical strategies, experience and training from the Company and its Affiliates, and (vii) you have generated and will continue to generate goodwill for the Company and its Affiliates in the course of your employment.



Accordingly, during your employment with the Company or any of its Affiliates and during the Restricted Period, you agree that you will not, in the Restricted Territory, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, in whatever form, engaged in Restricted Business.

Notwithstanding the foregoing, nothing herein shall prohibit you from being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or any of its Affiliates, so long as you have no active participation in the business of such corporation. You acknowledge and agree that the geographic scope of this restriction is fair and reasonable given the nature of his responsibilities and the Company's global business presence.

b) Non-solicitation; Noninterference.

- i) During your employment with the Company or its Affiliates and for the Restricted Period, you agree that you shall not within the Restricted Territory, except in the furtherance of your duties with the Company or its Affiliates, directly or indirectly, individually or on behalf of any other person, (i) solicit, aid or induce any customer of the Company or any of its Affiliates to purchase goods or services then sold by the Company or any of its Affiliates from another person or assist or aid any other persons or entity in identifying or soliciting any such customer, or (ii) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any of its Affiliates and any of their respective vendors, customers, joint ventures, licensees or licensors.
- ii) During your employment with the Company or its Affiliates, and for the Restricted Period within the Restricted Territories, you agree that you shall not, except in the furtherance of your duties with the Company or any of its Affiliates, directly or indirectly, individually or on behalf of any other person, solicit, aid or induce any employee, consultant, representative or agent of the Company or any of its Affiliates in a key, managerial, research and development, marketing and sales, business development, or who has access to trade secrets, proprietary knowhow or other confidential information of the Company to leave such employment or retention or to accept employment with or render services to or otherwise be interested directly or indirectly in any Restricted Business, or to hire or retain any such employee, consultant, representative or agent, or take any action to materially assist or aid any competitor engaged in Restricted Business in identifying, hiring or soliciting any such employee, consultant, representative or agent.

For the purposes of the Agreement,

"Affiliates" mean the Company's parent entity, any of the Company's subsidiaries and any of the Company's related entities.

"Restricted Business" means any business which is or is likely to be wholly or partly conducted by the Company or any of its Affiliates and is concerned with:

- I. the research development, and marketing of [**Intraocular Lens**]; and provision of any related services (including but not limited to technical and product support, or consultancy or customer services), which are of the



same or similar to any products and services provided by the Company or any of its Affiliates PROVIDED ALWAYS that these provisions shall apply only in respect of such products or related services with which you were either personally concerned or for which you were responsible whilst employed by the Company in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period); or

- II. business of a like or similar kind to (or otherwise any business which is or is likely to be conducted in competition with) any business conducted by the Company or any of its Affiliates in which you were materially involved at any time in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period).

"Restricted Period" means [12] months from the cessation or termination of your employment with the Company.

"Restricted Territory" means:

- I. Singapore, but if such countries (singly or collectively) operate to render any restriction in this Clause invalid, then, only Singapore; and
- II. such other country in the Asia Pacific region (not included in the list of countries above):
 - A. In relation to which you had conducted, pursued or promoted business, or over which you had retained a responsibility for the same, for and on behalf of the Company or any of its Affiliates; or
 - B. in relation to which you have performed duties on behalf of the Company or any of its Affiliates,

provided that this has occurred within the last 12 months of your employment and the activities or responsibilities set out above have not occupied less than 5% of your working hours during this 12 month period (or if the period of the employment is less than 12 months, then this reduced period).

- c) Non-disparagement. During your employment with the Company or its Affiliates and hereafter, you agree not to make negative comments or otherwise disparage the Company or its Affiliates or any of their officers, directors, managers, employees, consultants, equity holders, agents or products. The foregoing shall not be violated by truthful statements (i) in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) or (ii) made in the course of discharging your duties for the Company or its Affiliates.
- d) Co-operation. Upon the receipt of reasonable notice from the Company (including, without limitation, the Company's outside counsel), you agree that while employed by the Company and thereafter, you will respond and provide information with regard to matters in which you have knowledge as a result of your employment with the Company, and will provide reasonable assistance to the Company, its Affiliates and their respective representatives in defense of any claims that may be made against the Company or its Affiliates, and will assist the Company and its Affiliates in the prosecution of any claims that may be made by the Company or its Affiliates, to the extent that such claims may relate to the period of your

employment with the Company (collectively, the "Claims"). You agree to promptly inform the Company if you become aware of any lawsuits involving Claims that may be filed or threatened against the Company or its Affiliates. You also agree to promptly inform the Company (to the extent that you are legally permitted to do so) if you are asked to assist in any investigation of the Company or its Affiliates (or their actions) or another party attempts to obtain information or documents from you (other than in connection with any litigation or other proceeding in which you are a party-in-opposition) with respect to matters you believe in good faith to relate to any investigation of the Company or its Affiliates, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company or its Affiliates with respect to such investigation, and shall not do so unless legally required. During the pendency of any litigation or other proceeding involving Claims, you shall not communicate with anyone (other than your attorneys and tax and/or financial advisors and except to the extent that you determine in good faith is necessary in connection with the performance of your duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any of its Affiliates without giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse you for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by you in accordance with the Company's policies in complying with this Section 6(d).

Return of Company Property. On or before the date of termination of your employment with the Company for any reason (or at any time prior thereto at the Company's request), you shall return all property belonging to the Company or its Affiliates (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company) which may have been provided to you during the course of your employment with the Company, and you shall not undertake or cause any action or deed which might in any way affect the Company's reputation or good standing, or those of its products or services. If you have used any of his personal devices, such as cell phones, computers, or other electronic devices, to conduct Company business, you will submit such devices to the Company or the Company's designated vendor for the purpose of redacting any Company information stored or located on such personal devices.

- e) **Conflict of Interest and Confidential Information.** During your employment, you shall well and faithfully serve the Company and use your utmost endeavours to promote its interests, and devote the whole of his time, attention and abilities to its affairs during the hours in which he is required to perform your duties. During the period of the Agreement, you shall not perform any service for any competitors of the Company or any affiliate, related corporation, or subsidiary of a competitor, nor shall you otherwise serve any conflicting interest unless the Company first consents in writing.

Any information you obtain about the Company or any of its related corporations, subsidiaries or parent companies during the course of employment pursuant to the Agreement shall be proprietary and shall be maintained in confidence. You shall not during the continuance of your employment or any time after its termination disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the Company or any of its related, associated or affiliated companies ("**Confidential Information**") which may come to your knowledge during your employment, and

shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. You also agree to the terms and conditions set out in the Proprietary Information and Inventions Agreement for employees (see Appendix A).

Each undertaking and agreement contained in this Section 6 shall be read and construed independently of the other undertakings and agreements herein 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 undertakings and agreements shall be valid to the extent that they are held not to be so invalid.

While the undertakings and agreements in this Section 6 are considered by the Company and you to be reasonable in all circumstances, if one or more should be held to be 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 reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

7. EQUITABLE RELIEF AND OTHER REMEDIES

You acknowledge and agree that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 6 or hereof, would be inadequate and, in recognition of this fact, you agree that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, without the necessity of showing actual monetary damages or the posting of a bond or other security.

8. NO ASSIGNMENTS

The Agreement is personal to each of the parties hereto. As such, neither party may assign or delegate any rights or obligations hereunder.

9. NOTICE

For purposes of the Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by Singapore registered or certified mail, return receipt requested, postage prepaid, addressed as follows:



If to you:

Name: Toh Hwee Yann Daphne

Address: 163A JALAN LOYANG BESAR
#04-03

Singapore 509414

Email: me.missy.toh@gmail.com

If to the Company, then to:

HOYA MEDICAL SINGAPORE PTE. LTD.

10 Biopolis Road, Level 4, Chromos

Singapore 138670

Attention: HR Director, APAC

Telephone: +65-66810022

Email: Sharon.Ho@hoya.com

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10. SECTION HEADINGS; INCONSISTENCY

The section headings used in the Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of the Agreement. In the event of any inconsistency between the terms of the Agreement and any form, award, plan or policy of the Company, the terms of the Agreement shall govern and control.

11. SEVERABILITY

Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement or any action in any other jurisdiction, but the Agreement shall be reformed, construed and enforced in such jurisdiction. Any provision, or any part of any provision, of the Agreement found by an arbitrator (if applicable) or by a court with personal and



subject matter jurisdiction to be unreasonably broad or otherwise unenforceable in any respect shall be modified to most closely express the parties' intent and enforced as modified to the maximum extent permitted under applicable law.

12. COUNTERPARTS

The Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

13. GOVERNING LAW AND DISPUTES

The validity, interpretation, performance and enforcement of the Agreement shall be governed by the laws of Singapore, without giving effect to any principles of conflicts of law. All disputes arising from or related to your employment shall be adjudicated in the courts in Singapore. Each party consents to the exclusive jurisdiction and venue of the courts in Singapore.

14. MISCELLANEOUS

No provision of the Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by you and such officer or director as may be designated by the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of the Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The Agreement together sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between you and the Company with respect to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in the Agreement.

15. REPRESENTATIONS

You represent and warrant to the Company that (a) you have the legal right to enter into the Agreement and to perform all of the obligations on your part to be performed hereunder in accordance with its terms, and (b) you are not a party to any agreement or understanding, written or oral, and are not subject to any restriction, which, in either case, could prevent you from entering into the Agreement or performing all of your duties and obligations hereunder. You further represent that you have had an opportunity to review and revise the Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

SIGNATURE PAGE TO EMPLOYMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

HOYA MEDICAL SINGAPORE PTE. LTD.



By: _____

Name: Sharon Ho

Title: HR Director, APAC



Toh Hwee Yann Daphne

APPENDIX A

HOYA MEDICAL SINGAPORE PTE. LTD.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT FOR EMPLOYEES

In consideration of my employment with Hoya Medical Singapore Pte. Ltd. (the "**Company**"), I, **Toh Hwee Yann Daphne** agree as follows:

1. **Proprietary Information**

- 1.1 I understand that my employment creates a relationship of trust and confidence between me and the Company with respect to Proprietary Information (as hereinafter defined) of the Company, learned or received by me in the course of my employment.
- 1.2 All Proprietary Information that comes into my possession while employed by the Company is the exclusive property of the Company. I agree not to directly or indirectly use or disclose any of the Proprietary Information at any time except in connection with and for the purposes of my employment with the Company.
- 1.3 For the purposes of this Agreement, "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes: (i) inventions, trade secrets, ideas, data, equipment, products, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information the Company receives from its clients or which the Company has paid for; (ii) technical information relating to the Company's existing and future plans or products, including, where appropriate and without limitation, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product specification and part lists, names of suppliers, customers or contractors, techniques, processes and apparatus relating to the same disclosed by the Company to me or obtained by me through observation or examination of information, research by the Company or paid for by the Company or developments; (iii) confidential marketing information (including without limitation marketing strategies, business leads, customer names and requirements and product and services, prices, margins and costs); (iv) confidential product, marketing, development and other plans; (v) confidential financial information provided to me by the Company; (vi) personnel information (including without limitation employee compensation); (vii) confidential information relating to the Company including, without limitation, corporate information and secrets, unannounced financial results, reports and statements or information, projections, profiles, investment plans, capitalization plans, business plans or expansion plans or arrangements relating to its business whether or not with third parties; and (viii) other confidential business information or information received by me which is marked "confidential" or words to that effect conveyed, transmitted, recorded or stored by any means whatsoever including, without limitation, documents, drawings, photographs, computer diskettes, computer hard disks, computer network storage devices, internet or intranet electronic mail, discs, designs, plans

or models or any of the media (electronic or otherwise) for storing or recording information. Proprietary Information shall not include information which (a) I can prove by documentary evidence produced to the Company within seven days of disclosure that such Proprietary Information was already in my possession and at my free disposal before the disclosure hereunder to me; (b) is hereafter disclosed or published to me without any obligations of confidence by a third party who has not derived it directly or indirectly from the Company and without breach of any confidentiality undertaking by the third party; (c) is or becomes generally available to the public in printed publications in general circulation in Singapore through no act or default on my part; or (d) I am required to disclose by law or judicial process.

- 1.4 All Company property, including, but not limited to, Proprietary Information, documents, data, records, apparatus, equipment and other property, whether or not pertaining to Proprietary Information, provided to me by the Company or produced by me or others in connection with the services I perform for the Company shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. I shall return and deliver all such property upon termination of my employment and agree that I will not take any such property or any reproduction of such property upon such termination.
- 1.5 I recognize that the Company has received and, in the future, will receive information from third parties which is private 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. I agree that during the term of my employment and thereafter I owe the Company and such third parties a duty to hold all such private or proprietary information received in the strictest confidence and not to disclose it, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.
- 1.6 I shall not reproduce, convert or store the Proprietary Information in any form or manner whatsoever (including all forms of electronic storage and all forms of storage or recording media such as, but not limited to, diskettes, hard disk drives, computer network storage devices, electronic mail, cassette tapes or discs) except with the prior written consent of the Company.

2. Inventions

- 2.1 I agree to promptly disclose to the Company, or any persons designated by it, all ideas, improvements, inventions, programs, formulae, processes, techniques, discoveries, developments, designs, trade secrets, know-how and data, whether or not patentable or registrable under copyright or similar statutes, and all designs, trademarks and copyrightable works that I may solely or jointly make or conceive or reduce to practice or learn during the period of my employment which (i) are within the scope of the services which I provide to the Company, and are related to or useful in the business of the Company or to the Company's actual or demonstrably anticipated research, design, development, experimental, production, financing, manufacturing, licensing, distribution or marketing activity; or (ii) result from tasks assigned to me by the Company; or (iii) are funded by the Company;

or (iv) result from use of premises owned, leased or contracted for by the Company (collectively, "**Inventions**"). Such disclosure shall continue for 1 year after termination of my employment with respect to anything that would be Inventions if made, conceived, reduced to practice or learned during the period of my employment.

- 2.2 Except as set forth in Attachment 1, I hereby agree and irrevocably assign to the Company any worldwide rights, title or interest in all Inventions, whether or not patentable, copyrightable, or subject to any form of protection, made, created, developed, written, conceived or learned by me in whole or in part, either alone or jointly with others, during the course of my employment with the Company. I further waive and agree not to assert any and all moral rights I may have in respect of any Inventions. I also further agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets, designs, trade marks, layout-designs and all other industrial or intellectual property rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, designs, trade marks, layout-designs and all other industrial or intellectual property rights in connection with the Inventions in any and all countries, and to that end I will execute all documents necessary:
- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, designs, trade marks or any other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights, designs, trade marks or any other analogous protection.
- 2.3 In the event the Company is unable, after reasonable effort, to secure my signature to any document for the application, obtaining or vesting of any patent, copyright, design, trade mark or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stand to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, design, trade mark or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.
- 2.4 I have attached as Attachment 1 to this Agreement a complete list of all inventions, discoveries, developments, improvements and trade secrets which have been made

or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company which I desire to remove from the operation of this Agreement, and I covenant that such list is complete.

- 2.5 If no such list is attached, I represent that I have made or conceived no inventions, discoveries, developments, improvements and trade secrets at the time of signing this Agreement that are to be removed from the operation of this Agreement.

3. Property of Others

- 3.1 I represent that my performance under this Agreement does not and will not breach any agreement to keep in confidence proprietary information or trade secrets, if any, acquired by me in confidence or in trust prior to this Agreement. There are no agreements, written or oral, conveying rights in any research conducted by me. I have not entered into, and I agree that I will not enter into any agreement either written or oral in conflict herewith.
- 3.2 I represent that as part of the consideration for the offer of employment extended to me by the Company, and for my employment and continued employment by the Company, I have not brought and will not bring onto the Company's premises or use in the performance of my duties with the Company any equipment, supplies, facility or trade secret information of any current or former employer or organization to which I provided services which are not generally available to the public, unless I have obtained written authorization for their possession and use.

4. Remedies for Breach

In recognition of the fact that irreparable injury will result to the Company in the event of a breach of my obligations under this Agreement, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefore, I acknowledge, consent and agree that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by me and persons acting for or in connection with me. The Company's right to injunctive relief shall not limit its right to any other remedies, including damages.

5. Modifications

Unless stated otherwise in this Agreement, no modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. Severability

If any provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

7. Entire Agreement

This Agreement, together with my Employment Agreement **effective 6th September 2021** supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between me and the Company with respect to the matters covered herein. These Agreements constitute the full, complete and exclusive agreements between me and the Company with respect to the subject matters herein.

8. Successors and Assigns

This Agreement will be binding upon my heirs, executors, administrators and legal representatives and will be for the benefit of the Company and its successors and assigns.

9. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of Singapore. The parties to this Agreement irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

Signed and agreed to by:



Name: Toh Hwee Yann Daphne

Date: 4 AUGUST '21

Accepted and agreed to

for and on behalf of

Hoya Medical Singapore Pte. Ltd.



Sharon Ho

HR Director, APAC

Date: 4 August 2021

ATTACHMENT 1

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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_____ No inventions or improvements

_____ Additional Sheets Attached

Signature: 

Name: TOH HWEY YANN, DAPHNE

Date: 4 AUGUST '21