

DATED THE 2nd DAY OF JANUARY 2020

Between

OCCUTRACK PTE. LTD.
(the "Company")

And

WONG KEI FONG, MARK
(the "Appointee")

OccuTrack

A rectangular box containing a handwritten signature in black ink.

Mark

A rectangular box containing a handwritten signature in black ink.

CONTENTS

CLAUSE	PAGE
1. APPOINTMENT	1
2. DUTIES.....	1
3. SCOPE OF EMPLOYMENT	2
4. REMUNERATION.....	2
5. BENEFITS.....	2
6. PROBATION	3
7. CONFIDENTIALITY	3
8. NON-SOLICITATION AND RESTRICTIVE COVENANTS.....	4
9. LEAVE	5
10. INTELLECTUAL PROPERTY RIGHTS.....	6
11. TERMINATION.....	7
12. PERSONAL DATA PROTECTION	7
13. MISCELLANEOUS.....	8
14. GOVERNING LAW AND JURISDICTION	9

OccuTrack



Mark



AN EMPLOYMENT AGREEMENT made on 2nd day of January 2020 ("**Agreement**")

BETWEEN

1. **OccuTrack Medical Solutions Pte. Ltd.** (Company Registration No.: 201943948G) a company incorporated in Singapore and having its registered address at Blk 77 Ayer Rajah Crescent #02-21/26 Singapore 139954 (hereinafter called the "**Company**") of the one part;

AND

2. **Wong Kei Fong, Mark** (Singapore NRIC/Passport No.: S8611186A) of 33, Ghim Moh Link, #19-306, Singapore 270033 (hereinafter called the "**Appointee**") of the other part,

(collectively referred to herein as the "**Parties**" and each a "**Party**").

WHEREAS

1. the Company is an investee Company of **Trendlines Medical Singapore Pte. Ltd.**; and
2. the Company is desirous of appointing the Appointee as its **Project Manager ("MANAGER")** upon the terms and subject to the conditions stated in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. APPOINTMENT

- 1.1. The Company hereby appoints the Appointee, and the Appointee hereby accepts the appointment to work for the Company as its Project Manager.
- 1.2. The terms of employment in this Agreement shall commence with effect from 2nd January 2020 and shall continue unless terminated in accordance to Clause 11 herein.

2. DUTIES

The Appointee shall be involved in overall management of the company. The appointee shall also strategies and implement development plans to achieve company's milestone and objectives and some of these activities shall include, but not limited to:

- Monitoring and implementing plans to achieve company's milestones, including laising with subcontractor, vendor & etc
- Development of the eye gaze monitoring system for Aged Macular Degeneration monitoring
- Implement clinical & regulatory plans with the objective of having the product commercialized based on milestones.
- Execute the development plans and update the Board of the development.

OccuTrack Mark
 

- Prepare update reports in fulfillment of the SG Tech grant offered by Enterprise Singapore.
- Manage business development (including overseas) and fund-raising.
- Oversee activities related to the company's IP and product regulatory pathways.
- Any other matters as assigned by Board of Directors or any such person assigned by the Board of Directors.

The Appointee shall report to Chief Executive Office of the Company ("CEO") or in the absence of which, a member of the Board of Directors or any person that the CEO of the Company or the member of the Board of Director shall direct for such reporting.

3. SCOPE OF EMPLOYMENT

The Appointee is employed on a full-time basis and shall devote his entire time, best efforts, know-how, skill, expertise, experience and attention to the business and affairs of the Company and shall faithfully and diligently perform the duties. The Appointee shall have all the required authorities and powers to allow his to perform his role as determined by the CEO or any such person as outlined in clause 2.1.

4. REMUNERATION

- 4.1. During the continuance of his employment hereunder, the Appointee shall be entitled to:
 - 4.1.1. a base salary at the rate of S\$84,000 per year. The Company reserves the right to deduct from the Appointee's salary, any amount in respect of employee's contributions to the Central Provident Fund, or any other amount owed by the Appointee to the Company for whatsoever reason or as the Company may be entitled to deduct under any applicable law;
 - 4.1.2. The Appointee may be entitled to an annual bonus as determined by the Board in its sole discretion.
- 4.2. The rate of the Appointee's remuneration and Annual Bonus specified in Clause 4.1 above shall be subject to annual review by the CEO and Company's board of directors after the accounts of the Company for the immediate preceding financial year have been audited, in light of the Appointee's performance and prevailing economic conditions.

5. BENEFITS

- 5.1. The Company shall at its own expense reimburse the Appointee for all reasonable travelling expenses reasonably incurred by him in the discharge of his duties, provided satisfactory documentary proof and receipts are promptly provided to the Company.
- 5.2. The Appointee shall be entitled to medical consultancy fee of SGD480 per year, subject to a capped fee of SGD40 per visit.

OccuTrack



Mark



- 5.3. The Appointee shall be entitled to all other benefits generally available to the employees of the Company, or as the Company's board of directors shall from time to time determine.
- 5.4. Subject to the approvals of the Company and subject to the eligibility criteria set out in the relevant employee share or share option scheme or plan, the Appointee shall be eligible to participate in such employee share scheme as may be administered by the Company (if any) after the Incubator Period at its sole and absolute discretion.

6. PROBATION

- 6.1. The appointee agrees to serve a probation period of 3 months and if the performance is satisfactory, the appointment shall be confirmed in writing. The company reserve the right to vary the probationary period if necessary.
- 6.2. The appointee shall not be entitled to any company benefits including but not limited to paid sick leave and annual leave if the employment service is less than 3 months from the date of commencement.

7. CONFIDENTIALITY

- 7.1. The Appointee agrees and acknowledges that in the framework and/or as a result of the Appointee's employment by the Company, the Appointee may or may have received, learned, been exposed to, obtained, or have (or had) access to information relating to the Company, its business and activities, including without limitation any commercial, financial, business, professional, technical, technological information, including information regarding the Company's products, inventions, developments, processes, specifications, know-how and trade secrets, information regarding marketing, operations, plans, activities, policies and procedures, customers, suppliers, business partners, including but not limited to information of third parties, all whether or not marked confidential ("**Confidential Information**"), which is highly confidential and of great value to the Company and constitutes professional and commercial secrets, and its unauthorised disclosure or use will cause severe damage and losses to the Company.
- 7.2. The Appointee agrees and confirms that the Appointee is aware that in the framework and/or as a result of the Appointee's engagement by the Company, the Appointee may also receive and/or be exposed to confidential information of third parties with respect to which the Appointee is also obliged hereunder, and with respect to which the Company may have a duty of confidentiality and non-use towards said third parties such that any unauthorised disclosure or use thereof could result in the Company's breach of its contractual obligations.
- 7.3. The Appointee agrees and undertakes to maintain the Confidential Information in strict confidence at all times and not to, directly or indirectly, whether in writing or otherwise, communicate, publish, reveal, describe, divulge or otherwise disclose or make available the Confidential Information or allow its exposure or disclosure, in whole or in part, to any person or entity and not to use the Confidential Information for any purpose other than for the performance of the duties required under this Agreement during the period of this Agreement and thereafter, without any limitation of time.

OccuTrack



Mark



- 7.4. Notwithstanding, the undertakings stated in Clause 7.3 shall not apply to information that the Appointee proves to be:
- 7.4.1. generally available to the public not as a result of any fault of the Appointee; or
 - 7.4.2. already known to the Appointee, at the time of receiving such information, without any confidentiality and/or use restrictions, from sources other than the Company or in relation to the Appointee's engagement by the Company; or
 - 7.4.3. subsequently furnished to the Appointee, without any confidentiality and/or use restrictions, by a third party without breaching a confidential obligation; or
 - 7.4.4. required to be disclosed pursuant to an order of a court of competent jurisdiction or by applicable law or regulation, provided however, that (i) such disclosure is made only to the extent and solely to the recipient legally required; and (ii) the Company is provided with prior written notice of such legal requirement and with the opportunity to oppose the disclosure or obtain a protective order.
- 7.5. Upon the earlier of the Company's request or upon termination of the Appointee's employment with the Company, the Appointee agrees that he shall return to the Company any and all documents and other tangible materials containing Confidential Information and shall erase or destroy any computer or data files containing such Confidential Information, such that no copies or samples of Confidential Information shall remain with the Appointee.
- 7.6. For the purpose of this Clause 7, the term "Company" shall include Trendlines Group and its subsidiaries or parent or related companies thereof.
- 7.7. This Clause 7 shall remain in full force and effect after termination of this Agreement.

8. NON-SOLICITATION AND RESTRICTIVE COVENANTS

- 8.1. The Appointee agrees and undertakes with the Company that he shall not, without the prior written consent of the CEO, during his employment with the Company and for a period of twelve (12) months after cessation of his employment with the Company:
- 8.1.1. be directly or indirectly engaged or concerned or interested whether as owner, shareholder, director, employee, manager, partner, agent, independent contractor, advisor or otherwise in any activity which could create conflicts of interest between the Appointee's employment with the Company and other undertakings and/or obligations or as regards any goods or services is a supplier or customer of the Company within Singapore or any country in which the Company has operations, provided always that this shall not prohibit his holding or him from being interested in shares or debentures of not more than 3% of the total issued share capital of any other company listed on any stock exchange;
 - 8.1.2. either on his own account or in conjunction with or on behalf of any other person, firm or company, solicit or entice away or attempt to solicit or entice away from the Company any person, firm, company or organisation who shall at any time prior to the date hereof or during the duration of his employment with the Company, has been a supplier, service provider, customer, client, agent, consultant, advisor or correspondent of the Company or in the habit of dealing with the Company;

OccuTrack



Mark



- 8.1.3. either on his own account or in conjunction with or on behalf of any other person, firm or company, solicit or entice away or attempt to solicit or entice away from the Company any person who is an officer, manager or employee of the Company whether or not such person would commit a breach of his contract of employment by reason of leaving such employment; and
- 8.1.4. at any time hereafter make use of or disclose or divulge to any third party any information relating to the Company other than any information properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction.
- 8.2. Each and every obligation under this Clause 8 shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, such part or parts as are unenforceable shall be deleted from this Clause 8 and any such deletion shall not affect the enforceability of all such parts of this Clause 8 as remain not so deleted.
- 8.3. While the restrictions contained in this Clause 8 are considered by the parties to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for reasons unforeseen and accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or areas dealt with thereby reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 8.4. For the purpose of this Clause 8, the term "Company" shall include The Trendlines Group and its subsidiaries or parent or related companies thereof.
- 8.5. This Clause 8 shall remain in full force and effect after termination of this Agreement.

9. LEAVE

- 9.1. The Appointee shall be entitled:
- 9.1.1. without loss of remuneration to annual leave of 14 days a year to be taken at such time or times as may be approved by Chairman and subject to the annual leave policies as may be set out in the Company's human resource policies and procedures (as amended from time to time) and the applicable law; and
- 9.1.2. to carry forward up to 7 days of the balance of his leave entitlement in any one calendar year to the following calendar year but not thereafter. All such carried forward leave entitlements shall, if unutilised by the last day of the relevant calendar year, be forfeited without compensation.
- 9.2. The Appointee shall be entitled to paid sick leave not exceeding in the aggregate:
- (a) 14 days in each year if no hospitalisation is necessary; or
- (b) 60 days in each year if hospitalisation is necessary.

OccuTrack

Mark

Thereafter the Appointee shall continue to be paid salary only at the discretion of the Company's board of directors.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Appointee agrees that all files, records, documents, drawings, specifications, equipment, notebooks, notes, memoranda, diagrams, blueprints, bulletins, formula, reports, analyses, code, computer programmes, and other data of any kind relating to the Company, whether prepared by the Appointee or otherwise coming into the Appointee's possession, and whether classified as Confidential Information or not, remain the Company's exclusive property.
- 10.2. The Appointee agrees and acknowledges that all inventions, developments, improvements, mask works, trade secrets, copyrights, modifications, discoveries, concepts, ideas, techniques, methods, technologies, know-how, designs, data, code, processes, proprietary information, service inventions, whether or not patentable or otherwise protectable, and all intellectual property rights associated therewith, which are (or have been) invented, made, developed, discovered, conceived or created, in whole or in part, by the Appointee, independently, or jointly with others, (i) as a result of and/or within the framework of providing services to the Company; and/or (ii) with the use of any Company equipment, supplies, facilities, or proprietary information; are and shall be the sole and exclusive property of the Company (all of the above, the "**IP Rights**"). The Appointee shall have no rights, claims or interest whatsoever in or with respect to the IP Rights. For the avoidance of doubt, the Appointee hereby irrevocably and unconditionally assigns to the Company (or such other person or entity directed by the Company) any and all rights and interests in the IP Rights.
- 10.3. Without derogating from the above, in the event that any competent court of law and/or other authority shall rule, in spite of the explicit agreement between the Parties as aforesaid, that the relations between the Parties are employee-employer relations, then the Appointee hereby warrants and represents towards the Company that other than the compensation paid to the Appointee under the Agreement, the Appointee shall not be entitled to any further compensation, including without limitation, to royalties for any service inventions. The Appointee further confirms that the confirmation and agreement herein constitute a waiver of any rights the Appointee may have under any applicable laws which provide for remuneration or compensation of any kind for service inventions.
- 10.4. The Appointee further agrees and undertakes that if and to the extent any additional action is required from the Appointee in order to perfect, enforce, or defend said IP Rights, as described above, and effectuate the Company's title and interest therein, including to effect the formal transfer thereof to the Company – the Appointee shall take all necessary measures and fully cooperate, during and after the term of this Agreement, and perform any such action immediately upon the Company's request. Additionally, the Appointee undertakes to promptly disclose to the Company and transfer thereto any and all information and details with respect to the IP Rights, to keep accurate records relating to the conception and reduction to practice of all IP Rights (which records shall be the sole and exclusive property of the Company and shall be surrendered to the possession of the Company, immediately upon their creation), and to provide the Company with all information, documentation, and assistance, including the preparation or execution, as applicable, of documents, declarations, assignments, drawings and other data. For the avoidance of doubt, the Appointee shall not be entitled to any additional compensation whatsoever with respect to the IP Rights or for fulfilling the duties hereunder, and all information, documentation, and assistance shall be provided at no additional expense to the Company, except for out-of-pocket expenses, which are incurred by the Appointee at the Company's request.

OccuTrack

Mark

10.5. This Clause 10 shall remain in full force and effect after termination of this Agreement.

11. TERMINATION

11.1. This Agreement shall be subject to termination by the Company (without prejudice to and in addition to any other remedy):

11.1.1. by not less than 1 week's written notice given at any time during the probationary period.

11.1.2. by not less than 30 days' written notice or giving the other party an amount equal to 30 days' basic salary in lieu of notice; or

11.1.3. the Company at any time without notice or payment in lieu of notice if the appointee:

- (a) become of unsound mind;
- (b) becomes bankrupt;
- (c) is convicted of any criminal offence (excluding minor compoundable road traffic offences) or offence involving fraud or dishonesty;
- (d) is guilty of any gross default or misconduct in connection with or affecting the business of the Group; or
- (e) commits any serious or repeated breach or non-observance of any of the stipulations contained in the Employment Agreement (and to the extent that such breach or non-observance is capable of remedy, failure to remedy such breach or non-observance within 3 months after written notice is given by the Board).

11.2. Upon termination of this Agreement for whatever reason:

11.2.1. the Appointee shall immediately resign from his position and office held in the Company;

11.2.2. the Appointee shall deliver to the Company in proper order and condition all books, documents, papers, materials and any other property or assets relating to the business or affairs of the Company which may then be in the Appointee's possession or under his control; and

11.2.3. the Appointee shall not at any time thereafter represent himself as being in any way connected with the business of the Company.

12. PERSONAL DATA PROTECTION

12.1. The Appointee consents to his personal data being collected, used and/or disclosed by the Appointee for the following purposes:

12.1.1. performing obligations under and/or in connection with his contract of employment (or potential contract of employment) with the Company (including payment of remuneration and tax);

OccuTrack



Mark



- 12.1.2. all human resources related matters conducted by the Company, including administering payroll, performance management, assessing training needs, developing and/or implementing human resource policies or strategies, investigating or auditing on acts or defaults (or suspected acts/defaults), management forecasting, planning and negotiations concerning the legitimate business interests of the Company;
- 12.1.3. managing and terminating the employment relationship between the Appointee and the Company; and
- 12.1.4. transmission to any of the Company's affiliated or related companies and/or third-party service providers of the Company or its affiliated or related companies for the above purposes.
- 12.2. The Company will handle the Appointee's personal data in accordance with any and all applicable laws and regulations.

13. MISCELLANEOUS

- 13.1. Notices by either party must be given by registered letter or by email addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Appointee) his last known address or sent to their respective email addresses set out below and any such notice given by letter or email shall be deemed to have been given at the time at which the letter or email would be delivered in the ordinary course of post or transmission as the case may be.
- 13.2. The addresses and email addresses of the parties for the purpose of Clause 13.1 are as follows:

OCCUTRACK MEDICAL SOLUTIONS PTE. LTD.

Address: Blk 77 Ayer Rajah Crescent, #02-21/26, Singapore 139954

Email Address: yolander@trendlines.com

For the attention of: Yolander

WONG KEI FONG, MARK

Address: 33 Ghim Moh, #19-306, Singapore 238305

Email Address: fusion2x@gmail.com

- 13.3. The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof which in accordance with their terms are expressed to operate or have effect after the expiration or determination of this Agreement.

OccuTrack



Mark



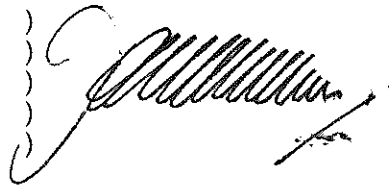
- 13.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matters hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein.
- 13.5. In the event that any term condition or provision of this Agreement is held to be in violation of any applicable law statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term condition or provision had not originally been contained in this Agreement.

14. GOVERNING LAW AND JURISDICTION

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first written above.

SIGNED BY
ERIC LOH
for and on behalf of
OCCUTRACK MEDICAL SOLUTIONS PTE. LTD.
in the presence of :



Eric Loh Chee Mun
Director

SIGNED BY
WONG KEI FONG, MARK
in the presence of:

