

16th April 2024

Cheong Mun Lynn Fiona
347 Clementi Ave 5 #12-62
Singapore 120347

Dear Fiona,

SUBJECT: EMPLOYMENT AGREEMENT

We, 5 Health Pte. Ltd. (the "**Company**") are pleased to offer you this offer of employment in the position of **Account Manager**. This offer is made under the following terms and conditions as follows:

1. Position and Report

- 1.1 Your job title is **Account Manager**. During the term of your employment, the Company may assign you to different roles or positions within the organization upon consultation with you. Your employment will be subject to a probationary period of **ONE (1) month** with effect from your commencement of service, which may be extended if deemed necessary by the Management. You will report directly to **Tan Wi Chun, Regional Sales Manager**.
- 1.2 In addition to your normal duties as **Account Manager**, you may be required to undertake other duties from time to time assigned to you. You may be required to perform certain functions to related and associated companies of the Company.

2. Effective Date

Your appointment shall be effective **15th April 2024** which is mutually agreed between the Company and you in writing.

3. Salary & Benefits

- 3.1 You shall receive a salary at the rate of [REDACTED] per month. Your annual basic salary shall be [REDACTED] per annum, inclusive of Annual Wage Supplement (AWS). To qualify for the AWS of any given year, you are required to have been continuously and actively employed by the Company up through 1 January of the following year. For 2024, your AWS will be prorated based on your date of hire as a Singapore employee.
- 3.2 **Salary Review.** Your annual basic salary shall be subject to an annual review in accordance with Company policy. Your next salary review is **15th April 2025** and each year in December thereafter, in accordance with the practice for all employees in Singapore. Personal performance related bonus payments may be made from time to time at the Company's absolute discretion.



- 3.3 Sales Incentive Program. You will be eligible to participate in the Sales Incentive Program with a bonus target of 30% of your annual salary for achieving 100% of your annual sales target. The maximum bonus target that you may receive is capped at 200% of your annual sales target. It is important to note that your 2024 bonus will be prorated based on full months of plan participation and is subject to all terms and conditions of the Program.
- 3.4 **Equity Incentive:** You will be granted an Option to purchase Common Stock of the Company for **500 shares** as part of the 5 Health Inc. 2018 Equity Incentive Plan. Your option grant, including the terms and exercise price, is subject and will be determined by the Company's board approval.
- 3.5 **Taxes:** You will be responsible for all income tax or any other tax levied on your compensation under this Agreement under any competent jurisdiction and you agree to forthwith indemnify the Company against any claims for tax in respect of any such remuneration.
- 3.6 **Other Benefits:** You will be eligible for employee benefits and other employment programs offered by the Company which includes annual **reimbursement of up to SGD\$2,000** for medical insurance, health and wellness programs. For avoidance of any doubt, any benefit or employment programs administered by the Company shall be subject to amendment by the Company from time to time and any change shall be effective when implemented by the Company.

4. **Normal Working Hours**

- 4.1 Your normal working hours are from **9.00 a.m. to 6.00 p.m.** or **10.00 a.m. to 7.00pm** on Monday to Friday with a break of one (1) hour for lunch.
- 4.2 You may also be required to work overtime in addition to your normal hours. You will not receive any additional payment for hours of work in excess of your normal hours of work.

5. **Annual Leave**

- 5.1 You will be entitled to **twenty one (21) working days' annual leave** for each year of service with the Company. Public holidays falling within the period of leave taken are excluded from the calculation of working days. The remaining unused annual leave entitlement shall not be carried forward to a subsequent holiday year unless expressly agreed in any year in writing by the Company.
- 5.2 If you start or leave your employment during a Company holiday year, your annual leave entitlement in respect of that holiday year will be prorated to the number of completed months of service in that year.

6. **Sick Leave**



- 6.1 You shall be entitled to **unlimited sick leave as may be certified by a medical practitioner or medical officer**. You shall inform the Company of such sick leave as soon as possible and in any event within twenty-four (24) hours of the commencement thereof.

7. Termination

- 7.1 Subject to this Clause 7, your employment hereunder shall continue from the date hereof until terminated by either yourself or the Company giving **two months'** written notice to the Company. You shall not be able to make payment in lieu of such notice unless otherwise agreed in writing by the Company. However, the Company may terminate this Agreement without assigning any reason by giving **two months** written notice to you or basic salary in lieu of such notice.
- 7.2 The Company may by summary notice in writing terminate your employment forthwith at any time if you:-
- a) commit any serious or persistent breach of any provisions herein;
 - b) are guilty of any gross misconduct or wilful neglect in the discharge of your duties hereunder;
 - c) become bankrupt or make any arrangement or composition with your creditors;
 - d) become of unsound mind; or
 - e) shall be convicted of any criminal offence other than a traffic offence or an offence which in the opinion of your company does not affect your office.
- 7.3 The Company shall not be required to make payment in cash in lieu of any such benefits (including leave benefits) not claimed or enjoyed and in the event of termination by the Company of your appointment, none of such benefits shall form part of or be taken into account in any claim by you against the Company for wrongful termination or otherwise.

8. Other Employment

- 8.1 You must devote the whole of your time, attention and abilities during your hours of work for the Company to your duties for the Company. You may not undertake any other duties during your hours of work for the Company.
- 8.2 You may not without the prior written consent of the Company engage, whether directly or indirectly, in any business or employment outside your hours of work for the Company.

9. Confidentiality & Restrictive Covenant



- 9.1 Under this Agreement and after termination thereof, you agree not to disclose any trade secrets or other information of a confidential nature relating to the Company or any of its associated companies or their business or in respect of which the Company owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.
- 9.2 You must not remove any documents, or tangible items which belong to the Company or which contain any confidential information and which are in your possession or under your control.
- 9.3 You must, if requested by the Company, delete all confidential information from any re-usable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- 9.4 Given the confidential information with which you may or will become familiar with as a result of your employment with the Company and the significant value of such information to the Company, you agree that, in the event of you leaving the Company's employment for any reason, **for a period of 1 year** thereafter within the geographical limits which 5 Health and any of their competitors are or would be in actual competition not to:
- a) either solely or jointly with or as employee, manager, agent, adviser or consultant of any other person directly or indirectly carry on or be engaged or concerned or interested in any business in competition with any business of the Company which you have been materially involved or concerned during your employment hereunder
 - b) Directly or indirectly seek to divert business from the Company and any of the customers of the Company
 - c) solicit (either on your own account or as the employee or manager, agent, adviser or consultant of any other person) the custom of any person who at any time whilst you are so employed, is a client, customer or in the habit of dealing with any member of the Company, its subsidiaries or associates, in each case in relation to any business which you have been materially involved or concerned during your employment hereunder.
- 9.5 Each undertaking contained in this Clause 9 shall be read and construed independently of the other covenants therein 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 covenants shall be valid to the extent that they are not held to be so invalid.
- 9.6 While the covenants in this Clause 9 are considered by the parties to be reasonable in all the circumstances, if one or more should be held 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 thereby reduced in scope, the said covenants shall apply with such modifications as may be necessary to make them valid and effective.

10. Intellectual Property Rights

- 10.1 You agree that all processes, procedures, programs, discoveries, ideas, formulae, improvements, developments, technologies, designs, inventions and literary works (collectively, the "Inventions"), whether or not patentable or copyrightable, conceived, developed, invented, or created solely by you or jointly with others at any time during your employment, shall be the property of the relevant company within the Company and any of its subsidiaries and/or associated companies (the "Group") where the Inventions were created (the "Relevant Group Company").
- 10.2 To the extent that any such Inventions shall vest in you notwithstanding Clause 10.1 above, you shall:
- a) assign to the Relevant Group Company, without additional compensation, all patent, copyright, trademark, trade name, service mark and other rights to such Inventions for any country;
 - b) sign all documents and instruments necessary to carry out the foregoing; and
 - c) take such further actions as the Relevant Group Company may reasonably request in order to protect and otherwise perfect the rights of the Relevant Group Company to such Inventions.

11. Personal Information

- 11.1 You hereby agree that the Company (as your employer) and the Group may collect, store, process, disclose, access, review and/or use personal data (including sensitive personal data) about you, whether obtained from you or from other sources, for the purposes set out below and/or any other evaluative purposes and/or the purpose of managing and/or terminating your employment with the Company or any other company within the Group:-

- (i) administering and maintaining personnel records;
- (ii) paying and reviewing salary and other remuneration and benefits;
- (iii) providing and administering benefits;
- (iv) undertaking performance appraisals and reviews;
- (v) maintaining records for sickness, holiday and other absence, including maternity, childcare or infantcare leave;
- (vi) making decisions about your fitness for work;



- (vii) providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies, including, the Inland Revenue and the Central Provident Fund Board;
- (viii) providing information to current and/or future partners and/or purchasers of the Company and/or its business and/or any company within the Group or any of their respective businesses
- (ix) disciplinary and grievance matters; and
- (x) recruitment activities.

11.2 You are entitled to have access to the personal information relating to you by making a written application to the Designated Person (as defined below) and specifying the type of information you want to see. The Company reserves the right to charge a fee (representing its costs in administering your request) for supplying such data and to refuse requests which, in its opinion, occur with unreasonable frequency.

11.3 The Company has designated the person whose details are set out below as the person ("Designated Person") who will be responsible for ensuring the Company's compliance with applicable data protection laws and the Company's Personal Data Protection Policy. If you have any queries or requests or wish to make any applications concerning your personal information or data, please contact the Designated Person: **Yanchuan Sim, CTO**

12. Law of Governance

This Letter of Appointment is governed by, and shall be construed in accordance with, the laws of Singapore. The parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

We are confident that you will make a significant contribution to the team at 5 Health and we look forward to working with you to Empower Doctors around the world. Please feel free to contact us if you have any questions with regard to the terms of this offer.

Yours faithfully,
for 5 Health Pte. Ltd.



Dorothea Koh
President & CEO
Director, 5 Health Pte Ltd



[SIGNATURE PAGE FOLLOWS]

ACCEPTANCE & ACKNOWLEDGMENT BY:

I have read this Agreement and accept employment on the terms and conditions stated above:	
Name: <i>Fiona Cheong</i>	Date: 04 / 16 / 2024
Signature: 	NRIC/Passport No: S9223374Z

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