

Welcome to Team Viddsee!

Kindly bring along the following items on your first day of work:

A passport-sized photograph

A photocopy of your NRIC/ Passport

Highest Educational Certificate

EMPLOYEES' DECLARATION AND UNDERTAKING

I, Toh Miaoxing Chelsea NRIC No. S9226538B of
(Name and Designation)

4 Flora Road #08-03 S509726

(Address)

as an employee of Viddsee Pte Ltd ("Company") and in consideration of compensation now paid and hereinafter to be paid to me as an employee of the Company, hereby declare and undertake as follows:

1. CONFIDENTIAL INFORMATION

1.1 At all times during the term of my employment with the Company and thereafter, I shall hold in strictest confidence and shall not use, disclose, remove or transfer whether directly or indirectly, to any person, firm or corporation, any trade secrets, confidential knowledge or data or any proprietary information (including information on systems, networks, customer details, business plans, policies and strategies) belonging to the Company to maintain the confidentiality of such information (hereinafter referred to as "Confidential Information"), save in the following instances:

- (a) where to use, disclosure, removal or transfer is required for the purpose of the performance of my duties or functions in the Company;
- (b) where the use, disclosure, removal or transfer is lawfully required under the provisions of any written law; or
- (c) where the use, disclosure, removal or transfer is authorised by the Board of Directors of the Company.

1.2 On the termination of my employment, I will return to the Company all materials, whether documentary or otherwise, together with copies thereof containing any Confidential Information and I will not take further copies of any of the aforesaid documents or materials after termination of my employment.

2. MAINTENANCE OF RECORDS

I shall keep and maintain adequate and current records of all inventions and original works of authorship made or developed by me (whether solely or jointly with others) in the course of my employment with the Company. The records will be in the form of notes, sketches, drawings and/or any other format which may be specified by the Company. The records will remain the sole property of the Company at all times.

3. CONFLICTING EMPLOYMENT AND NON-SOLICITATION

3.1 During the term of my employment with the Company, I will not engage in any other business activity which is similar or related to the business of the Company, nor will I engage in any other activities that may conflict with my obligations to the Company.

3.2 I hereby undertake to the Company that during the continuance of my employment by the Company and for a period of 12 months after termination, I will not, whether in breach of contract or otherwise, and whether on my own behalf or for any other person, firm, company or organisation, directly or indirectly:

- (a) solicit or entice away from or endeavor to solicit or entice away from Company any employee, whether or not such person would commit any breach of his/ her contract of employment by reason of leaving the service of the Company; and/or
- (d) employ in a competing business any person who by reason of his/her employment present, with the Company is or is reasonably likely to be in possession of any Confidential Information and/or use any Confidential Information to the detriment of the Company.

4. INVENTIONS AND OTHER INTELLECTUAL PROPERTY

4.1 I acknowledge that any invention, improvement, methodologies, design, copyright work, trade mark, trade name or any intellectual property (collectively known as "Intellectual Property") created or developed by me during my employment (whether capable of registration or not) in conjunction with or in any way affecting or relating to the business of the Company shall forthwith be disclosed to the Company and shall be the absolute property of the Company.

4.2 I undertake to co-operate fully with the Company to apply or join the Company in applying for registration or protection of such Intellectual Property in Singapore or elsewhere as may be determined by the Company, and shall do all things and execute all instruments necessary to vest the entire right, title and interest in and to such Intellectual Property absolutely in the Company, or such other person as the Company may specify.

4.3 I hereby irrevocably appoint any director, officer or agent of the Company to be my true and lawful attorney, in my name and on my behalf to execute any instrument(s) or do any thing and generally to use my name for the purpose of giving the Company the full benefit of this Clause.

4.4 I undertake to observe and comply with all laws and regulations relating to Intellectual Property in Singapore. I undertake not to use any unauthorised/ unlicensed software in the Company or to remove any software or storage media belonging to the Company or to remove any software or storage media belonging to the Company or authorised/licensed to the Company, for use outside the Company's premises.

5. REPORTING THE MISUSE OF CONFIDENTIAL INFORMATION

I shall advise the Company of any misappropriation or misuse of any proprietary or Confidential Information of the Company by any person, promptly upon gaining knowledge of such misappropriation or misuse.

6. VIDDSEE SYSTEMS

6.1 I undertake to protect the security of the Viddsee Systems at all times and will abide by any and all Company policies, guidelines, procedures and regulations regarding the use, operation, management and security of and access to such Viddsee Systems as may be laid by the Company from time to time during the course of my employment with the Company. I acknowledge that the Company may update or amend the terms of any policy, guideline, procedure or regulation at its discretion, with such amendment being binding on the Company and me as from the date of such amendment.

"Viddsee Systems" shall refer to the Company's equipment, computers, computer equipment, software, storage media, electronic mail, social media accounts, content management system, internet/intranet-related systems and portable computing devices.

6.2 I shall not remove any Viddsee System or any part thereof without the prior written consent of the Company and further agree that I will exercise due care and diligence in protecting the Viddsee Systems against damage, theft or loss.

7. COMPANY MARKS

7.1 I will not use any Company Marks for any personal purpose or any purpose unrelated to my employment with the Company at all times. "Company Marks" shall mean the Company logo, trademark, business name and any other insignia associated with the Company and its services and products.

7.2 I undertake not to act in any way that may be prejudicial to the interest and goodwill of the Company.

8. SURVIVAL OF OBLIGATIONS

8.1 I hereby agree that this Declaration and Undertaking shall survive the termination of my employment with the Company for any reason.

8.2 I agree to execute any affidavit or any other document as may be necessary to carry out and give effect to terms of this Declaration and Undertaking.

9. SEVERABILITY

While restrictions contained in this Declaration & Undertaking (of which I have had the opportunity to take independent advice) are considered reasonable by me in all the circumstances, I agree that if any restrictions, by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company, but would be adjudged reasonable if any particular restriction or restrictions were deleted, amended or qualified, then the relevant restriction or restrictions shall apply with such deletions, amendments or qualifications as may be necessary to make it or them valid and effective.

10. GOVERNING LAW

This Declaration & Undertaking shall be interpreted and governed in accordance with the laws of the Republic of Singapore.

Dated the 18 day of February 2021

Chelsea Toh

Signature

Witness