



TAKOR GROUP EMPLOYMENT AGREEMENT

This Agreement made and entered into on the Effective Date as specified in Attachment A, by and between Takor Group Ltd (“Us” “We” “Our” “Takor Group”), and The Employee (“Employee” “You” “Your”) specified in Attachment A.

Recitals:

A. Takor Group is involved in the research and development, sales and marketing of products and services in the areas of: geospatial and location based technology, including - mobile app development, thermal imaging; geospatial dataset generation and related informatics; remote sensing consulting, and software development; and maintains business presence across Australia and the United States of America.

B. You are willing to be Employed by Us, and We are willing to Employ You, on the terms and conditions hereinafter set forth. For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, The Parties Agree as follows:

1. AGREEMENT TO BE EMPLOYED

We hereby Employ You in the role specified within Attachment A for work within Australia and where required overseas for temporary periods as may be required, and You hereby accept and agree to such Employment.

2. DESCRIPTION OF EMPLOYEE DUTIES

Subject to the supervision and pursuant to the orders, advice and direction of Takor Group, You shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or familiar nature as that Employed in by Takor Group. You shall additionally render such other and unrelated services and duties as may be assigned to You from time to time by Us.

3. MANNER OF PERFORMANCE OF EMPLOYEE’S DUTIES

You shall at all times faithfully, industriously, and to the best of Your ability, experience, and talent, perform all duties that may be required of and from You pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Takor Group. Such duties shall be rendered across Australia and at such other place or places which We shall in good faith require or as the interests, needs, business, and opportunities of Takor Group shall require or make advisable.

4. DURATION OF EMPLOYMENT

The term of the Employment shall be for a period specified in Attachment A commencing on the Effective Date, to the End date or until prior termination as otherwise provided herein.

5. COMPENSATION AND REIMBURSEMENT

We shall pay You and You agree to accept from Us, in full payment for Your services hereunder, compensation at the rate specified in Attachment A payable monthly. The salary paid under this agreement shall include superannuation contributions and PAYG taxes as required by law. In addition to the foregoing, We will reimburse You for any and all necessary, customary, and usual expenses incurred by You in the incidental course of business or while traveling for and on behalf of Takor Group pursuant to its directions.

6. EMPLOYEE'S LOYALTY TO TAKOR GROUP INTERESTS

You are not to approach any current client of Takor Group to provide any form of service or act, either on your own behalf or on behalf of another, which may compete with Takor Group's financial interests for a period of 3 months after ceasing to be Employed by Takor Group. A current client is defined as any person or entity with whom You have worked with whilst in the Employment of Takor Group and or with whom Takor Group has a current proposal.

7. NONDISCLOSURE OF INFORMATION AND CONCERNING BUSINESS

- I. Takor Group Information. You agree at all times during the term of Employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Takor Group, or to disclose to any person, firm or corporation without written authorisation of Takor Group, the Confidential Information of Takor Group. You understand that "Confidential Information" means any Takor Group proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of Takor Group on whom You have made or received a call or with whom You become acquainted during the term of Your Employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed to You by Takor Group either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. You acknowledge that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act by You or of others who were under confidentiality obligations as to the item or items involved.
- II. Former Company Information. You agree not to improperly use or disclose any proprietary information or trade secrets of any former or concurrent Company or other person or entity and You will not bring onto the premises of Takor Group or its clients any unpublished document or proprietary information belonging to any such Company, person or entity unless consented to in writing by such Company, person or entity.
- III. Third Party Information. You recognize that Takor Group has received and in the future will receive from third parties their confidential or proprietary information (such as, but not limited to, remote sensing algorithms, thermal inspection reports, software programs provided by license) subject to a duty on Takor Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Your work for Takor Group consistent with Our agreement with such third party. You agree to comply with Takor Group's policies and procedures, as applicable from time to time, with respect to such information.

8. INVENTIONS

- I. **Inventions Retained and Licensed:** You agree to provide in writing to Takor Group a list describing all inventions, original works of authorship, developments, improvements, and trade secrets (collectively referred to as "Prior Inventions"), which You made prior to Employment with Takor Group which belong to You, which relate to Takor Group's current or proposed business, products or research and development, and which are not assigned to Takor Group hereunder; or, if no such list is provided to Takor Group at the time of You signing this Employment Agreement, You represent that there are no such Prior Inventions. If in the course of Employment with Takor Group, You incorporate into a Takor Group product, process or machine a Prior Invention owned by You or in which You have had an interest, You are hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- II. **Assignment of Inventions:** You agree to promptly make full written disclosure to Takor Group, to hold in trust for the sole right and benefit of Takor Group, and hereby assign to Takor Group, or Our designee, all of Your right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which You may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice (collectively referred to as "Inventions"), during the period of time You are Employed by Takor Group, except as provided in Section 8.iii. below. You further acknowledge that all original works of authorship which are made by You (solely or jointly with others) within the scope of and during the period of Employment with Takor Group and which can be protected by copyright are "works made for hire," as that term is defined in Australian and/or United States Copyright Acts.
- III. **Inventions Assigned to Australian and/or United States Governments:** You agree to assign to the Australian and/or United States governments all of Your right, title, and interest in and to any and all Inventions whenever such full title is required to be in Australia and/or the United States by a contract between Takor Group and Australia and/or the United States governments or any of their agencies.
- IV. **Maintenance of Records:** You agree to assist Takor Group, or Our designee, at Takor Group's expense, in every proper way to secure Takor Group's rights in the Inventions and any copyrights, patents, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Takor Group of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which We shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Takor Group, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, marks, work rights or other intellectual property rights relating thereto. You agree that the obligation to execute or cause to be executed, when it is in Your power to do so, and such instrument or papers shall continue after termination of Your Employment. If Takor Group is unable to secure Your signature due to mental or physical incapacity or if You are otherwise unavailable or unable to sign or to apply for or pursue any application for any Australian, United States or other foreign patents or for copyright registrations covering Inventions or original works of authorship assigned to You as above, then You hereby irrevocably designates and appoints Takor Group and its duly authorized officers and agents as Your agent and attorney in fact, to act for and on Your behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by You.

9. OPTION TO TERMINATE ON PERMANENT DISABILITY OF EMPLOYEE

Notwithstanding anything in this agreement to the contrary, Takor Group is hereby given the option to terminate this agreement in the event that during the term hereof You become permanently disabled, as the term "permanently disabled" is hereinafter fixed and defined. Such option shall be exercised by Takor Group giving notice to You by registered mail, addressed to You in care of Takor Group, or at such other address as You designate in writing, of its intention to terminate this agreement on the last day of the month during which such notice is mailed. On the giving of such notice this agreement and the term hereof shall cease and come to an end on the last day of the month in which the notice is mailed, with the same force and effect as if such last day of the month were the date originally set forth as the termination date, with the exception of **CLAUSE 7. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS** which shall survive this agreement by a period of twelve (12) months. For purposes of this agreement, You shall be deemed to have become permanently disabled if, during any year of the term hereof, because of ill health, physical or mental disability, or for other causes beyond Your control, You have been continuously unable or unwilling or have failed to perform Your duties hereunder for thirty (30) consecutive days, or if, during any year of the term hereof, You have been unable or unwilling or have failed to perform Your duties for a total period of thirty (30) days, whether consecutive or not. For the purposes hereof, the term "any year of the term hereof" is defined to mean any period of 12 calendar months commencing on the first day of July and terminating on the last day of June of the following year during the term hereof.

10. DISCONTINUANCE OF BUSINESS AT TERMINATION OF EMPLOYMENT

Anything herein contained to the contrary notwithstanding, in the event that Takor Group shall discontinue operations at the premises mentioned above, then Takor Group may elect to declare that this Agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

11. EMPLOYEE COMMITMENTS BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT

You do not have the right to make any contracts or other commitments for or on behalf of Takor Group without the written consent of Takor Group.

12. CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the Parties, and supersedes any and all other Agreements between them, unless any other agreements are specified in Attachment A. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each Party acknowledges that You have relied on Your own judgment in entering into the agreement. The Parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

13. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

14. CONTRACT GOVERNED BY LAW

This agreement and performance hereunder shall be construed in accordance with the laws of the State of Western Australia.

15. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on and inure to the benefit of the respective Parties and their respective heirs, legal representatives, successors, and assigns.

16. REVIEW

Performance reviews, on which salary, are undertaken annually unless otherwise agreed to in-writing.

17. WORK CONDITIONS

Start and finish times are flexible, although it is expected that You will work a minimum number of hours per week plus reasonable additional hours as required as specified in Attachment A. No overtime is payable unless negotiated prior to its occurrence with Takor Group management. An annual review will be carried out on which Your salary for the following year is based.

Where travel is required by You on behalf of Takor Group, We will give a notice of at least two weeks, unless otherwise prior agreed to in writing.

Any special conditions of employment agreed between the Parties as they relate to this contract are set out in Appendix A.

18. PERFORMANCE

- I. Takor Group shall develop and define Performance Indicators (KPIs) during your Employment and this shall be oriented to the delivery of completed projects or activities during your period of work for Takor Group.
- II. Your performance must be in line with KPIs as set by Takor Group. If these KPIs are not fulfilled, We have the right to terminate this contract with notice period as set out below. Your KPIs will be a part of your performance review and skills assessment
- III. Warning Letter – Takor Group warrants the right to deliver a warning letter should We deem fit that your performance has been below expectations, Your KPIs or counter to what is in the best interests of Takor Group as a company and its staff.

19. LEAVE

- I. You will receive leave entitlements of four (4) weeks annual leave per annum (52 weeks) under this contract.
- II. Annual personal (sick / carer's) leave is ten (10) verified days per annum (52 weeks). This includes occasions that a member of Your immediate family or household requires care and support due to illness, injury or an unexpected emergency.

20. NOTICE

- I. Should You wish to terminate this Employment agreement for any reason, four weeks' notice in writing is required.
- II. This period of notice will continue throughout Your Employment with Takor Group unless a new period is agreed.

- III. Should Takor Group wish to terminate this Employment agreement for any reason (other than by Takor Group on a ground that warrants termination without notice), The minimum Period of notice (or payment in lieu of notice) extended to You by Takor Group will be based on the period of time You have been Employed by Takor Group
- i. less than 1 year or still within the probationary period = 1 week of notice;
 - ii. 1 – 3 years = 2 weeks' notice;
 - iii. 3 – 5 years = 3 weeks' notice;
 - iv. More than 5 years of continuous service = 4 weeks' notice;
 - v. If You are aged more than 45 years and has completed at least 2 years of continuous service the Employee is entitled to 1 additional week of notice.
- IV. During any period of notice of termination of Your Employment, whether given by You or Us, We may, at Our discretion, require You during all or part of that notice period to:
- i. Not perform some or all of Your duties;
 - ii. Perform duties which are different to those which You were required to perform during the rest of Your Employment with the Takor Group, provided only that You have the necessary skills and competencies to perform the duties;
 - iii. Remain away from the office; and / or
 - iv. Not contact clients of Takor Group.
- V. You will remain on full pay during any period when You are not required to perform Your duties.
- VI. Your Employment may be terminated by Takor Group at any time without notice if You:
- i. Disobey a lawful direction of Takor Group;
 - ii. Are guilty of serious misconduct as defined by Takor Group;
 - iii. Breach Takor Group's Confidential Information obligations;
 - iv. Breach any other material provision of this agreement;
 - v. Are found guilty by a court of a serious criminal offence.

21. WORKERS COMPENSATION

You will be subject to the provisions of the Workers Compensation Act as amended from time to time.

We the undersigned agree to the terms and conditions laid out in this Employment / Sub-Contractors Agreement.



Amir Farhand
CEO & Founder
Takor Group Ltd

Date: 30 April 2018



Alasdair Penman

Date: 30 April 2018

Attachment A

Section #		
N/A	Effective Date	30 April 2018
N/A	Start Date	1 May 2018
N/A	The Employee	Alasdair Penman
N/A	Employee Address	22 Winisred Street, Mosman Park, WA 6012. Mobile: (+61) 0419 263 410 Email: alasdair.penman@hotmail.com
1	Employee Role	Developer
4	Period of Employment	Permanent Full-Time (3-month probation period)
5	Salary	<p>Probation: \$5,000 per month, excluding superannuation of 9.5%</p> <p>Permanent: \$5,416 per month, excluding superannuation of 9.5% (after 3 months)</p> <p>Permanent Package value per year - \$65,000 excluding superannuation of 9.5%</p> <p>Employment Share Option Scheme (ESOP) to be determined in due course and dependant on Takor Group Initial Public Offering (IPO).</p> <p>Additional \$10,000 worth of tokens given as part of successful Soar Initial Coin Offering (ICO) which is estimated to be 50,000 individual tokens. 20c initial value per token. Can be freely traded either in the greater Soar platform or on a listed exchange after lock out period.</p>
12	Other contracts	Nil
17	Special Conditions	<p>Due to international time zones, often you may be required to work outside of normal local time hours.</p> <p>See attached Appendix 1 & 2</p>

APPENDIX: 1

(Addendum to Employment Contract)

Re: Role and Responsibilities

For: Alasdair Penman

Role

Developer. Reporting directly to CTO for Soar (Chris Malone) and Senior Engineer (Marek Tlaczaba)

Responsibilities

- Familiarisation with Takor range of products and services (focusing on Soar)
- Contribute throughout all stages of a product's development
- Follow best practices as defined by Takor and the software development community at large
- Continue to learn new skills as a software developer, focusing on blockchain and supplementing with other technology stacks as required.
- Hunt and fix bugs
- Maintain competency with technologies as expected by your role
- Be willing to adjust to shifting project priorities
- Be willing to "skill up" on new technologies
- Work effectively in a team or solo
- Keep issue trackers, documentation and other communications up-to-date
- Keep accurate logs of your time
- Uphold a "duty of care" towards Takor's image and reputation
- Work in a courteous and respectful manner
- Maintain and promote Takor company culture of motivation, accountability, growth and reward

APPENDIX: 2

(Addendum to Employment Contract)

Re: Takor to provide the following:

- Laptop or PC/Mac with necessary software