

PRIVATE & CONFIDENTIAL

Date: 26th June 2021

Joshua Manmohan Mony

16 Chu Lin Road
Singapore 669909

NRIC No: S1507787E

Dear Joshua,

OFFER OF EMPLOYMENT

We wish to offer you employment with Whizpace Pte Ltd (the “Company”) in accordance with the terms and conditions set out in this letter.

1. Position

Your employment will be in the position of Head of Business Development, Sales and Marketing.

2. Supervisor

You will be reporting to Chief Executive Officer.

3. Location

Your place of employment will be in Singapore.

4. Date of Commencement

Your employment will commence on 1st July 2021 or another date mutually agreed on.

5. Probation

You will be on probation for the first 6 months. During probation, you will still enjoy all other benefits same as confirmed staff.

6. Remuneration

You will receive \$8,000 as base salary (which includes Employee CPF contribution but excludes Employer CPF contribution, if applicable) to be paid monthly. Annual Wage Supplement (AWS) will be paid on 31st December and it will be one additional month of base salary for one year of service or prorated based on months of service as of 31st December. You must be still employed by the company on 31st December and not serving notice to be entitled to AWS.

On top of that, you will also receive share options of 2,000 shares per month of service subject to vesting over 3 years. At the completion of 3 years of service, you will also

receive bonus shares of 24,000. The exercise price per share is fixed at \$0.00025. For details of share options, kindly refer to the Rules of the Shares Options Scheme.

In addition, you will also receive variable incentives upon achieving certain sales targets. The sales targets will be provided by the management at the beginning of the year and might be subjected to review as and when necessary. All remuneration will be subjected to local statutory tax and deductions.

7. Remuneration and Performance Reviews

Your base remuneration will be reviewed annually. Salary adjustment/increment is at the sole discretion of the Company based on the individual work performance and the company performance.

8. Working Hours

Your normal stipulated working hour shall be from Monday to Friday, 0900 to 1830 hour with one-hour lunch break. However, due to exigency of work, sometimes management might request you to work after office hours or week-ends. Company will give compensatory time off in lieu of every 4 hours slot of extra work.

9. Leave Matters

- (a) You will be entitled to 14 days' paid leave annually in addition to statutory public holidays. A maximum of 5 days of the previous year's annual leave entitlement may be brought forward to the current year. Any annual leave not utilized by 31 December in excess of the 5 days carry forward allowed would be forfeited.
- (b) You will be entitled to 14 days of paid sick leave provided that medical certificates are provided by you, covering all days taken as sick leave.
- (c) You are required to notify your supervisor/ manager of any impending absences from work, and the likely duration of the absence. Wherever possible you should provide this information prior to taking sick leave. Where this is not possible, you should provide the information as soon as practicable on the day on which sick leave commences.

For other information on leaves, kindly refer to the Employee Handbook.

10. Extended Absence due to Illness or Injury

The Company reserves the right to terminate your employment by notice in writing should you be unable to attend work due to illness or injury for 60 consecutive days or for a total of more than 60 days in any twelve-month period.

11. Non-solicitation of Employees

You hereby covenant and undertake that for a period of twelve (12) months after termination of your employment or consulting relationship with the Company for whatever reason you will refrain on your own account or on the account of any other party from soliciting or enticing or endeavoring to solicit or entice away from the Company any employee or consultant (who has access to confidential information of

the Company and whom the Company has not expressed that it does not wish to retain) to any business that directly competes with the business of the Company ("Competitors"), where that person is someone with whom you have had material dealings or contact during the 12 months immediately preceding the termination of your employment or consulting relationship with the Company. You agree that the restrictions contained in this Clause are fair, reasonable, separate and severable. If any restriction in this Clause is held to be invalid but could be made valid if certain wording was deleted, such wording will be deleted to the extent necessary to make the restriction valid.

12. Non-solicitation of Customers

You hereby covenant and undertake that for a period of twelve (12) months after termination of your employment or consulting relationship with the Company for whatever reason you will refrain on your own account or on the account of any future employer, partner or associate from soliciting or otherwise approaching any party who is or has been during the preceding one (1) year from the date of termination of your employment by or consulting relationship with the Company a client or customer of the Company where that person is someone with whom you have had material dealings or contact during the 12 months immediately preceding the termination of your employment or consulting relationship with the Company. You agree that the restrictions contained in this Clause are fair, reasonable, separate and severable. If any restriction in this Clause is held to be invalid but could be made valid if certain wording was deleted, such wording will be deleted to the extent necessary to make the restriction valid.

13. Duty of Fidelity and Good Faith

As an employee of the Company, you are required to serve its interests well, truly and faithfully. You agree to devote your full time and attention to furthering the interests of the Company and you agree not to put yourself in a position where your interests conflict with those of the Company.

14. Policies and Procedures

You agree to abide by all Company policies and procedures, as in force from time to time. It is your responsibility to read and familiarise yourself with Company policies and procedures, as in force from time to time, a copy of which will be provided to you either in soft or hard copy or upon your request.

15. Termination

- (a) This letter agreement may be terminated unilaterally by either the Company or by you without cause by giving two (2) month's written notice. However, the notice period during probation will be 2 weeks.
- (b) The Company has every right to terminate your employment immediately and need not provide notice of termination, or pay in lieu, if the company determines that you are involved in an act of misconduct or if you breach the terms and conditions of this letter agreement.

- (c) If you fail to give the required notice, you hereby expressly authorise the Company to set off and/or withhold that amount equal to the balance of your salary for the required notice period from any payment due to you.

16. Confidentiality and Intellectual Property Rights

If you agree to accept this offer of employment, you covenant as follows:

- (a) You agree to assign to the Company all of your rights, title and interest in and to all Inventions and Intellectual Property Rights (defined below) arising from the work done by you, alone or with others, in the course of your duties as an employee of the Company. All such rights shall belong to the Company, and you agree, if required by the Company, to execute or cause to be executed all deeds, documents and assignments and do such acts as reasonably required to vest such Intellectual Property Rights and interests in the Company. If the Company is unable to secure your signature on any document needed in connection with such purposes, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest, to act on your behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by you.
- (b) In addition, you shall comply with the terms and promote the objectives of any intellectual property policy or regulations established by the Company, as the same may be amended from time to time.
- (c) At all times during your employment as an employee of the Company and thereafter, you will hold in confidence and will not disclose, use, lecture upon, or publish any of the Company's Confidential Information (defined below) without the prior written consent of an officer of the Company, except as such use is required in the ordinary course of performing your duties for the Company, or except and to the extent such Confidential Information becomes publicly known through no wrongdoing by you. You will obtain the written consent of an officer of the Company before publishing or submitting for publication any material (written, oral, or otherwise) that relates to your work for the Company and/or incorporates any Confidential Information. You hereby assign to the Company all rights you have or acquire in any Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of the Company and its assigns. Upon termination of your employment, you shall return all written and recorded data in any media (without retaining copies thereof) which contain any Confidential Information.
- (d) For purposes of this employment letter, the following terms shall have the following meanings:
 - (i) **"Confidential Information"** means information not generally available to the public (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method), including, without limitation, all computer software and database information, personnel information, financial information,

customer lists, supplier lists, trade secrets, patented proprietary information, forms, information regarding operations, systems, services, know-how, computer and any processed or collated data, computer programs, pricing, marketing and advertising data, methods, forms, systems, services, designs, marketing ideas, products or processes (whether or not capable of being trademarked, copyrighted or patented);

- (ii) **“Invention”** means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term **“Intellectual Property Rights”** means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

- (e) The terms and conditions contained in this letter are confidential and you should not disclose the same to any person or entity unless compelled by law or with prior written approval of the Company.

17. Non-Competition

During the course of your employment, you must not be involved directly or indirectly with any Competitor or any person or entity which is in competition with the business of the Company or any affiliate of the Company.

18. Governing Law

This letter is governed by the laws of the Republic of Singapore. The parties submit to the jurisdiction of the courts of the Republic of Singapore.

19. Acceptance

If you agree to accept this offer and employment on the terms and conditions set out in this letter agreement, please sign and date the end of this letter where indicated and return it to our office. This offer will remain open until the close of business on 30th June 2021, at which time, if you fail to accept this offer and letter agreement, this offer shall terminate automatically.

We hope that you accept this offer and look forward to a long and beneficial employment relationship.

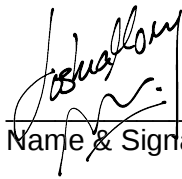
Yours sincerely,



Oh Ser Wah
CEO
Whizpace Pte Ltd

ACCEPTANCE

I accept this offer of employment with Whizpace Pte Ltd and agree to be bound by the terms and conditions outlined in this letter agreement.



Joshua Mony

Name & Signature

27th June 2021

Date