

PRIVATE AND CONFIDENTIAL

EMPLOYMENT CONTRACT

Between

(1) GERMAN ENTREPRENEURSHIP ASIA PTE. LTD.,

And

(2) YITCH CHENG YI CHIAO

Employment Contract

- (a) GERMAN ENTREPRENEURSHIP ASIA PTE. LTD. (GEA), is desirous to engage an Employment Contract with YITCH CHENG YI CHIAO; and
- (b) YITCH CHENG YI CHIAO is agreeable to accept this Employment Contract (“the Contract”) on the terms and conditions contained herein.

DEFINITION OF TERMS	
As used in this Contract, the following terms shall have the corresponding meanings:	
Term	Meaning
Employee	YITCH CHENG YI CHIAO
Employer	GERMAN ENTREPRENEURSHIP ASIA PTE. LTD.
Probationary Period	6 MONTHS from the Commencement Date
Commencement Date	1 June 2021
Position	PROGRAMME MANAGER
Supervisor	TEODORA GEORGIEVA
Duties and Responsibilities	The duties and responsibilities of the Position as enumerated in Annex A
Annual Salary	SGD 78,000
Working Days	Five working days/week
Meal Break	A total of sixty (60) minutes per day
Hours of Work	40 hours per week and as the project requires
Vacation Leave	As stated in Annex B.
Medical Leave	As stated in Annex B.
Retirement Age	62 years or as otherwise mandated by law
Jurisdiction	Republic of Singapore

Employer and **Employee** hereinafter individually also referred to as a “Party” where convenient and collectively referred to as the “Parties” where appropriate.

WHEREAS the Employer wishes to engage the Employee, and the Employee agrees to be engaged, on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the foregoing premise and the terms, conditions, representations, warranties and covenants contained herein, the Parties hereby agree, as follows:

1. Interpretation

- (a) The headings are for ease of reference only and should be ignored when construing the terms of the Contract.
- (b) References to the masculine gender include the feminine gender and neuter gender and vice-versa and references to the singular include the plural.
- (c) A reference to a Clause shall be construed as a reference to a Clause of this Contract. A reference to an Annex shall be construed as a reference to an Annex to this Contract. A reference to this Contract includes its Annexes.
- (d) A reference to a policy, rule, regulation, statute, enactment, or statutory provision includes a reference to the policy, rule, regulation, statute, enactment, or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation (including rules or regulations) made under it.
- (e) A reference to document is a reference to the document as from time to time supplemented or varied.

- (f) A person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case, whether or not having separate legal personality).
- (g) A year, month and day refers to a calendar year, month or day respectively, times of the day are to local time in the Jurisdiction.
- (h) A requirement to give something in writing includes fax transmission, but excludes e-mail, short message service and other similar means of electronic communication.
- (i) In this Contract, any phrase introduced by the words “include”, “including”, “includes” and “such as” are to be construed as illustrative and shall not limit the sense of the words preceding those words.
- (j) Responsibility by a Party to perform an act, duty or obligation shall include the costs and expenses of performing that act, duty or obligation.

2. Appointment and Term

- (a) The Employer will follow all the basic terms covered under Singapore Employment Act for eligible employees.
- (b) The Employer shall employ the Employee in the Position.
- (c) The Employee's employment with the Employer shall commence on the Commencement Date and shall continue until it is terminated pursuant to Clause 12 of this Contract and the applicable laws.
- (d) The Employee is responsible for obtaining, maintaining, and renewing all necessary license and permits, including those from the immigration and/or labor authorities of the government of the Jurisdiction that the Employee is required to possess to have the legal right to work in the Jurisdiction, if any. The Employer shall provide the Employee available supporting documentation that the Employee may need to obtain, maintain, and renew relevant licenses and permits, if any.
- (e) If the Employer requires the Employee to reside and work in a jurisdiction other than the Jurisdiction, the Employer shall be responsible for obtaining, maintaining, and renewing all necessary license and permits, including those from the immigration and/or labor authorities of the government of that other jurisdiction.

3. Duties and Responsibilities of Employee

- (a) The Employee shall report to the Supervisor.
- (b) The Employee shall faithfully and diligently perform such duties and exercise such powers as may, from time to time, be assigned or delegated or vested in him/her by the Employer as necessary to meet the needs of the Employer.
- (c) The Employee's main Duties and Responsibilities are outlined in Annex A. These duties and responsibilities are not intended to be exhaustive and may change from time to time as the position adapts and evolves.

4. Remuneration and Compensation

- (a) In consideration of his/her service, the Employer shall pay the Employee a gross Annual Salary (“Remuneration”) on a pro-rata temporis basis in the amount as stipulated on page 2 payable by 12 equal monthly installments of SGD 6,500 each, which shall be credited on the 25th day of each month in arrears to a prearranged bank account.

- (b) Should the Commencement Date be a day other than the first of the month, or this Contract be terminated by either Party before the end of a month, the Remuneration will be paid on a pro rata temporis basis for such month in accordance with the Employment Act (chapter 91) of Singapore.
- (c) If the Employee is Singaporean or Singapore Permanent Resident, the Employer shall make monthly contributions to the Singapore Central Provident Fund ("CPF") at the prevailing rates prescribed under the applicable law. The Employer shall be entitled to deduct from each monthly salary payment made the maximum amount of the Employee's CPF contribution that may be recovered by the Employer under the applicable law. If the Employee is not a Singaporean or Permanent Resident when this Contract is entered into, but subsequently becomes one, the Employer shall be entitled to make such adjustment to the Employee's Remuneration as may be appropriate to ensure that his/her overall remuneration (together with the Employer's CPF contributions) remains constant.
- (d) The Employer is entitled to withhold and/or deduct from the Employee's remuneration all amounts required to be withheld and/or deducted in accordance with the applicable laws.

Performance related bonus payments

- (e) The Employer operates a multi-factor and multi-level incentive scheme to drive and fulfill a number of key business objectives and the Employee will be entitled to participate in this program.

Miscellaneous

- (f) The Employee shall not be entitled to receive any additional remuneration for working outside normal business hours, except as otherwise required by law.
- (g) The Employee shall be solely responsible for the payment of all income tax in relation to all payments (including without limitation payment of salary, wage supplement and discretionary bonuses) and all taxable benefits received or to be received by him/her in connection with his/her employment under this Contract.
- (h) The Employee agrees to indemnify the Employer and its affiliates in respect of any tax which may become payable on the remuneration paid to the Employee under this Contract.

5. Other benefits

As per Annex B

6. Hours of Work

- (a) Working hours are 9:00 am to 6:00 pm from Mondays to Fridays, during which one [1] hour may be taken for lunch.
- (b) The Employee may however be required to work such hours outside the normal hours of employment, including on weekends and on public holidays, as the Employer may consider necessary for the efficient discharge of the Employee's duties and/or in order to (i) meet the need of our business; (ii) meet client and/or assignment deadlines. Provided always that compensation for such work is already included in the remuneration provided for in this Contract and the Employee shall not be entitled to any additional remuneration for work done during these times unless required by law.

7. Place of work

The Employee shall be based in Singapore and perform his/her duties from such location. The Employee may be required to work at such other location or places as the Employer may reasonably require for the proper performance of the Employees duties. The Employee may also be required to travel both within and outside Singapore in order to fulfil his/her duties.

8. Annual Leave and Holidays

- a) In addition to the statutory public holidays as they fall due, the Employee will be entitled to paid annual leave as outlined in Annex B, to be taken at a time or times convenient to the Employer and in accordance with the Employer's leave policy.
- b) The Employee shall be entitled to carry forward a maximum of five [5] days of unused annual leave to the subsequent calendar year. These five [5] days annual leave shall be used before 31st January of the subsequent calendar year. Any unused leave entitlement for any calendar year will be forfeited without compensation unless otherwise required by law.
- c) In case the Employee is placed on "Garden Leave" in accordance with clause 12. b), the Employee is required to take all so far not taken leave during such Garden Leave period, and indicate the taken period to the Employer and in case this is not done within 7 days from the start of the Garden Leave period, the Employer will determine the annual leave dates instead. If the Employee is dismissed with immediate effect by the Employer according to clause 12. e) his/her outstanding annual leave will be forfeited.
- d) All leave applications must be made in writing and at least seven [7] days in advance and shall be approved by the Supervisor at his/her absolute discretion.
- e) If there is an announced office closure - usually planned over Christmas and New Year with a duration of 3 weeks- then six [6] days of leave will be deducted from the Employee's leave balance. Should the Employee's leave balance be insufficient for the deduction, then the leave will be deducted from the following years balance or deducted from the Employee salary.
- f) Unpaid leave shall be granted at the sole discretion of the Employer.
- g) The Employee is entitled to all gazetted public holidays observed in Singapore. The Employer reserves the right to require for the Employee to work on a public holiday in return of which he shall be entitled to extra holiday entitlement equal to the period worked, to be taken as agreed with the Employer.
- h) In the year of commencement or termination of employment, annual leave entitlement in respect of that calendar year will be calculated on a pro-rata temporis basis in accordance with the Employment Act (chapter 91) of Singapore.
- i) Upon termination of the employment the Employee will be entitled to pay in lieu of any unused annual leave entitlement, calculated on a pro-rata temporis basis (unless the employment is terminated by the Employer for gross misconduct; or on any other grounds pursuant to Clause 12.(e)). If the Employee took annual leave in excess of the Employee's entitlement under Annex B, and calculated on a pro-rata temporis basis in accordance with the Employment Act (chapter 91) of Singapore, he/she will be required to repay the Employer for that excess leave taken. Any sums so due may be deducted from any money owed to the Employee.

9. Medical leave

As per Annex B

- a) The Employer may require from the Employee to provide a medical certificate justifying the absence.

- b) The Employee must notify the Employer and/or his/her immediate Supervisor as soon as practicable if he/she is unable to work for medical reasons.

10. Intellectual property rights

- a) Notwithstanding any originality, skill, labor or effort originating from the Employee, all Intellectual Property Rights (as defined in Clause 10.(d) below) subsisting in any work prepared, designed or created by the Employee in the course of his/her employment (whether during or outside office hours) with the Employer under this Contract shall belong to and be the absolute property of the Employer and the consideration payable to the Employee for such work shall be deemed to form part of the Remuneration paid to the Employee in terms of Clause 4 above.
- b) In the event any Intellectual Property Rights described in Clause 10.(d) vest or shall come to vest in the Employee at any time as a result (whether directly or indirectly) of the operation of law or of anything done by him/her in pursuance of his/her employment, the Employee agrees to assign immediately all such Intellectual Property Rights absolutely to the Employer for the full term during which such Intellectual Property Rights subsist and this Contract shall constitute the written assignment of the same, and prior to such assignment becoming effective, the Employee shall hold all such Intellectual Property Rights on trust absolutely for the benefit of the Employer.
- c) The Employer shall in terms of the provisions of Clause 10.(a) above be the owner of the said work and shall have full right and interest to exploit those works in any manner, to assign the same to third parties, and to lawfully restrain other persons from infringing the Intellectual Property Rights subsisting in them.
- d) For the purposes of this Clause 10, Intellectual Property Rights means any invention, discovery, improvement or design made or copyright work created by the Employee, whether capable or registration or not, in conjunction with or in any way affecting or relating to the business of the Employer, all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- e) The Employee agrees to keep an accurate record of and disclose to the Employer all inventions and works created during and pursuant to his/her employment with the Employer and all plans, models, drawings, specifications and calculations thereto.
- f) The Employee shall both, during and after the term of this letter, do all acts and things, and sign all such documents as the Employer or its attorneys may reasonably request to secure to the Employer ownership or registration rights in the Intellectual Property Rights described in Clause 10.(d). Without prejudice to the generality of the foregoing, the Employee shall assist the Employer in:
 - (1) any application to secure letters patent, design registrations, and other intellectual property registrations in any country of the world; and
 - (2) any assignments of the Intellectual Property Rights described in Clause 10.(d) by the Employer to any other party.

11. Retirement

- (a) Upon reaching the Employer's normal retirement age of 62 years (or such other age as may be specified by applicable law, the Employee's employment will terminate on the first of the following

month, if not previously terminated under any other provision of this Contract, and shall automatically terminate without compensation, damages or notice being given to the Employee.

12. Termination of Employment

- (a) After the Probationary Period, either Party may terminate this Contract by giving two [2] months written notice of resignation/termination. Either Party may also terminate this Contract by payment of two [2] month's salary in lieu of such written notice without assigning any reason whatsoever or pursuant to Clause 12 (b) hereinafter. During the Probationary Period, the notice period will be one [1] month for either Party.
- (b) After notice to terminate the Employment has been given by either Party in accordance with the terms of this Contract, the Employer may in its absolute discretion, for all or part of the notice period (the "Garden Leave Period"):
 - I. require the Employee to not perform any of his duties or to perform only such duties as the Employer may allocate to the Employee, or to carry out duties of any nature during the remaining period of the employment;
 - II. require the Employee not to have any contact with any client, supplier, business partner or other contact of the Employer or any of its Related Corporations, however should a client, supplier or business partner be an old acquaintance of the Employee whereby a relationship was established before the commencement of Employment then the Employee shall limit any contact to a strictly private nature;
 - III. exclude the Employee from any premises of the Employer and/or any of its Related Corporations.
- (c) The Employee shall during the Garden Leave Period remain readily contactable and available for work, and should the Employee fail to make himself available for work having been requested with reasonable notice by the Employer to attend at the Employee's normal place of work, the Employer shall be entitled to dismiss the Employee without notice or payment in lieu of notice. The Employee agrees that his duties of confidentiality and good faith continue to apply during the Garden Leave Period.
- (d) In the event the Employee is required not to attend work for all or part of the notice period (the "Garden Leave Period"), the Employee will not be entitled to receive any damages or compensation in respect of any bonus or other benefit which would otherwise be due to the Employee for said period.
- (e) Under the following situations (not exhaustive), the Employer may dismiss the Employee without notice or payment in lieu of notice, for example if the Employee:
 - I. refuses to carry out the duties assigned to him by the Employer;
 - II. has failed to carry out his basic duties as set out in this Contract and continues to do so after receiving a written notice from the Employer warning that this Contract will be terminated if such conduct persists;
 - III. violates any instructions issued by the Employer, which relate to safety of work or the work place;
 - IV. discloses confidential information in respect of or belonging to the Employer;
 - V. causes a significant financial loss to the Employer which is directly attributable to the negligence or willful misconduct of the Employee;
 - VI. is convicted of a criminal offence save an offence under any road traffic legislation for which he is not sentenced to any term of imprisonment;
 - VII. is found drunk or under the influence of banned drugs during working hours;

- VIII. commits a physical assault on any of his colleagues;
- IX. absents himself from work without legitimate reason;
- X. is guilty of any gross misconduct or any serious or persistent breach or non-observance of any of the provisions of this Contract;
- XI. becomes a mentally disordered person or a patient within the meaning of the Mental Health (Care and Treatment) Act;
- XII. has used a false personality or nationality or has produced false documents or certificates;
- XIII. commits any act which under the laws of the Jurisdiction would entitle the Employer to summarily terminate the Employee's employment, including but not limited to any act of dishonesty, misdemeanor, fraud, willful disobedience or breach of duty.
- XIV. the Employee breaches any of the terms and conditions herein or any regulations or rules generally applying from time to time to the employees.

Upon such termination, the Employee shall cease to be in the employ of the Employer and in whatever capacity shall have no claim whatsoever against the Employer for damages or otherwise by reason of such determination.

- (f) Upon termination of this Contract the Employee shall promptly deliver to the Employer all property of the Employer in the possession or under the custody, care or control of the Employee including all documents, electronic files and data, computers, disks, emails, access cards, office keys, mobile phone(s), and all other property and information belonging to the Employer or its affiliates and/or business partners, without retaining any copies of the same.
- (g) The termination of the employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Employer in respect of any breach or default by the Employee.
- (h) Upon termination of the employment for whatever reason voluntary or otherwise, the Employee agrees to be liable for the costs associated with his/her repatriation out of Singapore (whether back to his/her home country or to any other country). In the event such repatriation costs are borne by the Employer, the Employee shall reimburse the Employer within [30] days.

13. Confidentiality

- (a) "Confidential Information" shall mean all information, written, oral, graphic, pictorial or in other tangible form including prototypes and samples and whether in the past was or currently is or which in the future may be identified by the Employer as proprietary, confidential or secret and includes, without limitation, all information which by its nature the Employee knew or ought to have reasonably known was or would be proprietary, confidential or secret. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation the following: -
 - I. any information which relates to the Employer's past, present or future research, development, marketing, administrative, financial or business activities, customers lists and pricing policies/details;
 - II. any plan, drawing, report, calculation, specification, instruction, diagram, catalogue, manual and data;
 - III. any unpatented invention, formula, procedure and method;

- IV. any unregistered patent, design, copyright, trademark including any pending application and any other intellectual or industrial proprietary right vested in the Employer or in which the Employer has an interest of any kind; and
 - V. any information which have been marked by the Employer (or its designees) as Confidential Information.
- (b) The Employee must not disclose any Confidential Information to any third party except in the proper course of his employment or as required by law. This duty of confidentiality will extend beyond the termination of the employment for a period of five years.
- (c) The Employee must not remove from the Employer's premises any Confidential Information or documents (whether recorded in documentary form, or on computer disc or other form), or other items which belong to the Employer or any affiliate of the Employer or which contain any Confidential Information, without prior authorization from the Employer. For employees working on multiple projects, he/she shall carefully consider before disclosing any information and documents. All information disclosed shall be based on the "need to know" basis.
- (d) The Employee shall at all times during his employment and thereafter the termination of this Contract, observe the following terms:-
- I. hold in trust and strictest confidence for the sole benefit of the Employer, and/or Related Corporation of the Employer (as applicable), the Confidential Information;
 - II. not use the Confidential Information for any purpose other than in the course of his duties and in furtherance of the business of the Employer and/or its Related Corporation;
 - III. take all steps to prevent any unauthorized reproduction, duplication and/or copying of the Confidential Information;
 - IV. take all steps to ensure that all Confidential Information are segregated at all times from the information of any other party, kept in secured storage area or in areas having restricted access within the Employee's control and not lost or disclosed or used by any unauthorized third party;
 - V. promptly notify in writing to the Employer of any Confidential Information which has been lost or disclosed or used by any unauthorized third party but, such notification shall not absolve the Employee from any liability whatsoever arising from his breach of this Contract, if any; and
 - VI. where confidential information originated from a third party, and was released or disclosed by the third party to the Employer or its designees subject to certain terms and conditions, the Employee shall be bound by the said terms and conditions that bind the Employer or its designees, provided always that such confidential information of the third party shall be deemed and be protected as Confidential Information of the Employer.
- (e) The Employee must forthwith return to the Employer upon request and, in any event, upon the termination of his employment, all Confidential Information and documents, all documents and other items which belong to the Employer or which contain or refer to any Confidential Information in respect of the Employer or any affiliate of the Employer and which are in the Employee's possession or under the Employee's control.
- (f) Violation of any of the provisions of this Clause 13 will constitute gross misconduct giving sufficient cause for immediate termination of the employment without notice or compensation of any sort to the Employee. The Employer reserves the right to claim damages for violation of the above provisions.
- (g) The Employee shall fully indemnify and hold harmless the Employer against all losses, damages and liabilities including but not limited to all legal fees and expenses on a solicitor and client basis arising from or connected with any unauthorized disclosure, use or misuse of the Confidential

Information whether by the Employee or through the negligence, breach of duty of care or otherwise of the Employee.

- (h) The Employee shall not be liable, and shall not be in breach of this Contract, for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:-
 - I. is or becomes available in the public domain; or
 - II. is disclosed with the prior written approval of the Employer.

14. Restrictive Covenants

The Employee covenants that he/she shall not, without the prior written consent of the Employer during the duration of the employment hereunder :

- (a) undertake any activities which directly or indirectly competes with the Employer's business;
- (b) either solely or jointly as partner, director, consultant, agent, employee or otherwise for any other third party, person, firm, or company, directly or indirectly entice or endeavor to entice from the Employer, or any of the Employer's Related Corporation any personnel whatsoever, including any employee, director of such Employer or its Related Corporation;
- (c) either solely or jointly as partner, director, consultant, agent, employee or otherwise for any third party, person, firm or company directly or indirectly obstruct, interfere, impede, prevent, or act in any way whatsoever to which may cause the interruption, discontinuance or disruption of supply of goods and/or services to the Employer and/or its Related Corporations;
- (d) either solely or jointly as partner, director, consultant, agent, employee or otherwise for any other third party, person, firm, or company, directly or indirectly seek to procure orders from or do business with any person, firm or company who has at any time during a period of 6 months immediately preceding such termination done business with the Employer and/or its Related Corporations or been a customer or client of the Employer and/or its Related Corporations and with whom the Employee has had dealings with; or
- (e) at any time after the termination or expiry of this Contract, represent himself/herself or permit himself/herself to be held out by any person, firm or company as being in any way connected with or interested in the Employer or its business.

15. Personal Data

- (a) The Employee acknowledges and agrees that for the purpose of managing and terminating the employment hereunder, in particular for payroll, tax compliance, insurance, immigration and performance evaluation purposes, the Employer, a Related Corporation of the Employer or a third party cooperating with the Employer for those purposes ("Third Party"), will be collecting, processing, using and disclosing personal data from the Employee and such personal data may be exchanged with or among the Employer, a Related Corporation of the Employer and the Third Party within and outside of Singapore.
- (b) In this regard, personal data shall mean data about the Employee, through which he can be identified, whether on its own or when used together with other information, to which the Employer, the affiliate of the Employer and/or the Third Party has access.

16. Notices

All notices, demands or other communications required or permitted to be given or made under this letter shall be in writing and shall be deemed properly sent if it is sent by email and followed by

registered mail, fax, or hand to the other party at its address as above (or to such other address as either party may, by written notice, designate to the other).

17. Governing laws and Arbitration

- (a) This Contract and any dispute or claim arising out of it shall be governed by Singapore laws and regulations.
- (b) The language of proceedings shall be English.
- (c) The Employee accepts and acknowledges that the employment is for and in Singapore only and no right of action exists in any other jurisdiction including, without limitation, the jurisdiction of the Employer's parent (if any), and the Employee expressly waives any claim or action in any jurisdiction outside Singapore.

18. Miscellaneous

- (a) This Contract may only be modified by the written instrument signed by both Parties.
- (b) The terms and conditions of this Contract represent the entire Contract between the Parties and will supersede any previous agreement between the Parties in relation to the matters dealt with in it. The Employee acknowledges and agrees that he has not entered into this Contract in reliance upon any representation, warranty or undertaking, which is not set out or referred to in this Contract.
- (c) Except as otherwise stated in this Contract there are no other terms relating to remuneration, hours of work, normal working hours.
- (d) No forbearance or delay by either Party in enforcing any of the terms of this Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights and powers of that Party.
- (e) No waiver of any term of this Contract shall be effective unless made in writing and signed by the Party against which enforcement of the waiver is sought. A waiver of any breach of any term of this Contract shall not be construed as a waiver of any subsequent breach whether of the same or a different nature.
- (f) If any provision of this Contract shall be determined to be illegal and/or unenforceable or if any provision of this Contract shall become illegal and/or unenforceable at any time, that provision shall be considered severable so as not in any way to affect the remainder of this Contract. The termination of this Contract however arising shall not operate to affect those terms of this Contract, which in accordance with their terms, are expressed to operate or have effect after its termination.
- (g) Except for a Related Corporation of the Employer, a person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) (as amended from time to time) to enforce any of its terms.
- (h) The term "Related Corporation" shall have the meaning as provided in Section 6 of the Companies Act (Cap. 50) of Singapore.

Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this letter within seven [7] days from the date of this Contract.

For and on behalf of **GERMAN ENTREPRENEURSHIP ASIA PTE. LTD.**

Claus Karthe

Chief Executive Officer

Date: _____

EMPLOYEE'S ACKNOWLEDGEMENT

I confirm that I have read, understand and agreed to the abovementioned terms and conditions set out above in this Contract and do hereby accept the Employer's offer of employment on such terms and conditions.

Signature: _____

Name: _____

Passport / NRIC: _____

Address: _____

Date of Birth: _____

Date: _____

Annex A: Employee Job Description

<u>Job Title:</u> Programme Manager
<u>Purpose of the Job:</u> Ensure that the Scaler8 program runs effectively and efficiently to deliver the greatest value-add to our startups through a best-in-class programme.

The responsibilities outlined below are not exhaustive and can include other related tasks. The employee will from time-to-time work for other projects as the company sees fit.

Startup Pipeline and Application Process:

- Support the development of a sustainable funnel of Singaporean startups and SMEs with relevant products/services to the German market
- Analysing market insights and potential opportunities for Singaporean startups and present them in a concise way
- Conduct due diligence interviews to validate the startups' fit to the programme requirements
- Ensure up-to-date management of CRM systems with the latest startup information
- Onboard the selected start-ups to the programme

Programme Coordination

- Coordinate with start-up founders on their onboarding and participation in the programme, incl. workshops, meetings/calls and preparations for the immersion week in Germany
- Participate in workshops and meetings with start-up founders to understand their challenges and how they are overcoming them as they progress through the programme
- Support start-ups in understanding the German market in their respective vertical, incl. key stakeholders, through industry research and outreach to relevant industry experts
- Support in the development of the mentor network in Germany
- Liaise with the programme team and external partners to ensure targeted content and smooth logistics for workshops and events
- Attend events to network with local founders and start-up/expansion initiatives

Programme Documentation

- Proactively monitor the start-ups' progress throughout the programme
- Collect and consolidate feedback from mentors on their engagements with startups and on the program
- Help to assess program team, startups, and mentors programme performance and necessary improvements
- Prepare programme updates/reports for high-level review meetings
- Manage the calendar for programme activities, including scheduling workshops and meetings with mentors

Others:

- Any other ad-hoc duties as required.

Annex B: Remuneration Package

SALARY	
Amount per month	SGD 6,500
Schedule of Payment of Base Salary	Monthly of the 25th
Increases	At the sole discretion of the Employer.

BONUSES	
Bonus	Eligible for discretionary bonus based on individual's performance and company's performance.

The Employee's entitlement to any bonus in addition to those expressly stated above shall be at the sole discretion of the Employer and on terms and conditions that the Employer may impose.

ENTITLEMENTS AND CONTRIBUTIONS	
Mobile Phone	Monthly reimbursement for mobile phone of S\$40
Healthcare	Hospitalisation and Surgical, Outpatient GP and Specialist benefit.
Vacation Leave	Vacation leave is earned in increments of 1.75 days per month amounting to no more than 21 days per year of employment.
Medical Leave	15 days paid sick leave in each year of employment.
Hospitalization Leave	Where hospitalisation is necessary, the fifteen (15) days paid sick leave can be extended to a maximum of sixty (60) days in each year of employment.
Maternity/Paternity/childcare leave	The Employee shall be entitled to paid maternity/paternity/childcare leave as may be required under the law

The Employee shall be entitled to mandatory contribution requirements, such for as social security, retirement/provident funds, types of leave and health insurance, in accordance with the applicable laws, rules, and regulations of the government of the Jurisdiction.

Taxation

The Parties shall abide by all applicable laws, rules, and regulations of the government of the Jurisdiction with regard to the payment of all taxes and fees to the national/federal government and the local (*i.e.*, regional, provincial, city or municipal) governments.

The Parties hereby expressly agree that the payment of tax on compensation income (including any overtime pay, salary premiums, differentials, bonuses, commissions, reimbursements, proceeds of any incentive schemes or any other amount received by the Employee that is deemed a taxable form of compensation or remuneration for services rendered by the Employee to the Employer) is generally the personal responsibility and liability of the Employee but the withholding and payment responsibility of the same is that of the Employer. Accordingly, the Employer shall be entitled to make such deductions or withholdings (including on account of tax) from any amounts due to the Employee as may be permitted under applicable law. The Parties shall abide by this to the extent that this is true in the Jurisdiction; provided that the Employee has the ultimate responsibility of ensuring that the tax on the compensation income of the Employee is properly and timely paid in full and all required supporting documentation, such as tax returns, are submitted on a timely basis; provided further, that the Employer, using its best reasonable commercial abilities, shall assist the Employee in ensuring the full and timely payment of any taxes due on the Employee's compensation income; provided finally, that the Employee agrees to indemnify the Employer in respect of any tax which may become payable on the Employee's compensation income paid by the Employer pursuant to this Contract.