



**Open Source Robotics Corporation**  
**Singapore PTE. LTD.**

3 Fusionopolis Way, #13-21  
Singapore 138633  
Tel +65 8686 5453

8 March 2022

***Private and Confidential***

Oh Xi Yu  
Blk 553 Bedok North Ave 1 #09-474 Singapore 460553

Dear Xi Yu,

## **LETTER OF APPOINTMENT**

We are pleased to offer you employment as Software Engineer of Open Source Robotics Corporation Singapore Pte. Ltd. (the “**Company**”) based on the following terms and conditions which will constitute an agreement (the “**Agreement**”) once you have signed the acceptance portion of a duplicate of this letter and returned the same to us.

### **1. TERM OF EMPLOYMENT**

- 1.1. Your employment by the Company on the terms and conditions of this Agreement (the “**Employment**”) shall be effective from 5 April 2022 (the “**Commencement Date**”) and the Employment will continue until terminated in accordance with Clause 8.

### **2. DUTIES AND RESPONSIBILITIES**

- 2.1. You will hold the position of Software Engineer and the primary place of your Employment will be at the Company’s office at 3 Fusionopolis Way, #13-21 Symbiosis, Singapore 138633.
- 2.2. During the Employment, you will carry out all duties and responsibilities which may be reasonably assigned to you by and on behalf of the Company, and report to and be accountable to the Company’s directors.

### **3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 3.1. You represent and warrant to the Company that:
  - (a) You have full legal right and power to execute and deliver this Agreement and to fully perform your obligations under this Agreement, and have taken all actions necessary to authorise the performance of such obligations;
  - (b) this Agreement shall be legal, valid, binding and enforceable against you in accordance with the terms hereof;
  - (c) your entry into and performance of your obligations under this Agreement will not: (i) result in a breach of or constitute a default under the terms, conditions or provisions of any agreement, understanding, licence, arrangement or instrument, or any regulation, rule, order judgment or decree of any court or government agency, to which you are a party or by which you are bound; or (ii) give rise to any rights of third parties against you.
  - (d) you are not and have not been engaged in any litigation, arbitration, mediation, dispute resolution or criminal proceedings (except for debt collection in the ordinary course of business) and there are no such proceedings pending, threatened or expected, either by or against you or any person for whose acts or defaults you are or may be vicariously



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liable and there are no facts or circumstances which are likely to give rise to such proceedings involving you or such other person for whose acts or defaults you are or may be vicariously liable; and

- (e) all information and particulars provided by you to the Company in relation to the Employment are true, accurate, complete and not misleading and you are not aware of any facts or circumstances that would render such information or particulars to be untrue, inaccurate, incomplete or misleading in any respect.
- 3.2. Each of the representations and warranties in this Clause 3 (each, a **"Warranty"**) shall be separate and independent and no Warranty shall be limited by reference to any other Warranty or by any other provision in this Agreement.
- 3.3. You undertake to the Company that you shall abide by the Company's code of conduct as may be in force from time to time (the **"Code of Conduct"**).

#### **4. REMUNERATION**

- 4.1. You shall be paid a basic salary of S\$ 5,800.00 (the **"Basic Salary"**).
- 4.2. The Company may from time to time and at its absolute discretion, pay you a bonus of such amount, at such intervals and subject to such conditions as the Company may determine appropriate - for the avoidance of doubt, any bonus payment made by the Company to you shall be purely discretionary and shall not form part of the Basic Salary.
- 4.3. The Company shall be entitled to deduct from any payments owed by the Company to the you under this Agreement any contributions, agreed sums and deductions it is authorised to deduct under any applicable law (including the contributions required to be made by you under the Central Provident Fund Act (Chapter 36) of Singapore), and you further authorise the Company to deduct from any payments owed by the Company to you under this Agreement, any sums due from you to the Company, including without limitation, any overpayments made to you, for whatever purpose, in excess of your entitlement under this Agreement. The Company shall be entitled to make such deductions at any time, whether during the course of or after the termination of the Employment.
- 4.4. In addition to Clauses 4.1 and 4.2, you shall be eligible to participate in such employee benefit schemes as the Company may implement from time to time.

#### **5. WORKING HOURS**

Your normal working hours shall be 5 days a week and 8 hours per day, with such additional hours as the Company may reasonably determine from time to time, at its sole and absolute discretion, to be necessary for the proper performance of your and responsibilities under Clause 2. For the avoidance of doubt, you are not entitled to, and the Company shall not be obliged to provide, further remuneration in respect of such additional working hours.

#### **6. ANNUAL LEAVE**

You shall be entitled to 20 days of annual leave each year, subject to the Company's prevailing leave policies (which the Company may, at its absolute discretion, amend as it deems fit).



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## **7. SICK LEAVE AND COMPASSIONATE LEAVE**

- 7.1. Paid sick leave is provided when you are certified by a registered medical practitioner approved by the Company as being unfit for work. You shall be entitled to sick leave of up to a period of 14 days per calendar year with full pay.
- 7.2. Compassionate leave may be granted at the Company's discretion in accordance with the Company's prevailing leave policies.

## **8. TERMINATION**

- 8.1. Either party to this Agreement terminate the Employment by;
  - (a) giving the other party 1-month's notice in writing; or
  - (b) making payment to the other party of an amount equal to the gross amount of Basic Salary that would have been payable to you during the relevant period referred to in either Clause 8.1(a) or Clause 8.1(b).
- 8.2. Notwithstanding Clause 8.1, the Company shall be entitled to terminate the Employment with immediate effect, without prior notice and no liability to make any further payment to you (other than in respect of amounts accrued and due at the date of termination) if:
  - (a) you commit a breach of the Code of Conduct; or
  - (b) you pass away or become permanently incapacitated by accident or ill-health from performing your duties under this Agreement.
- 8.3. The termination of this Agreement shall be without prejudice to the rights, obligations or liabilities of any party hereto which shall have accrued or arisen prior to such termination and shall not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

## **9. AMENDMENTS**

No amendment, modification of or addition to any provision of this Agreement shall be effective unless made in writing and signed by the parties hereto or their duly authorised representatives (where applicable).

## **10. GOVERNING LAW AND JURISDICTION**

- 10.1. This Agreement, and any dispute or claim arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Singapore.
- 10.2. The parties hereto agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or its formation (including non-contractual disputes or claims).



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## **11. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment shall be an effective mode of delivery.

Kindly confirm your acceptance of your employment on the above terms and conditions by signing the acknowledgment and acceptance portion of a duplicate of this letter and returning the same to us.

Yours sincerely,

DocuSigned by:

*Matthew David Festo*

071FED3B1B034D1

Name: Matthew David Festo

Title: Director

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### **Acknowledgment and Acceptance**

I, Oh Xi Yu (NRIC No./PP No.: S9602371E), hereby agree and confirm that the above terms and conditions of employment are acceptable to me and I shall abide by the prevailing terms and conditions.

DocuSigned by:

*Oh Xi Yu*

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Name: Oh Xi Yu

Date: 8 March 2022