

Private & Confidential

Date: 23rd May, 2022

Mr. Koh Chin Wei (Xu Jinwei)

Address: Blk 274D Jurong West Avenue 3, #08-91, Singapore 644274

NRIC: S7828333E

EMPLOYMENT LETTER

UAV Pilot

Dear Mr. Koh,

1. Appointment

- (a) We, H3 Dynamics Pte Ltd, a company incorporated in Singapore with its registered address at 67 Ayer Rajah Crescent, #03-23/24, Singapore 139550 (the "Company") are pleased to appoint you as our UAV Pilot, reporting to our Vice President of Operations (Robotics) and Technical Director, on the terms and conditions set out in this employment letter (this "Agreement"). You may also be assigned to other positions and/or be entrusted with additional responsibilities during the term of your Employment. Such modifications shall take effect from the date we notify you of such changes.
- (b) You shall assume the role and responsibilities of a UAV Pilot, and in connection therein are responsible for project activities, and the Company may specify other duties from time to time. Please see Appendix A for a list of your job responsibilities.
- (c) You shall work to the best of your ability at all times, and conscientiously perform all your duties and responsibilities to the Company's satisfaction. You shall not give or receive any benefit (in cash or in kind), discount, rebate or commission in the course of your employment with the Company except with the prior written consent of the Company.
- (d) As a condition of this employment letter, you warrant that you are not subject to any non-compete or similar restrictions, which limit you from fully exercising the job as a UAV Pilot. You agree that this employment with us will be your full-time employment.
- (e) You agree that your duties shall be performed at any of our offices or sites, or at such other locations or facilities as may be required from time to time as identified by us, including but not limited to, overseas locations or facilities, facilities of our industrial

partners and research institutions, conventions, conferences and research seminars. You shall be primarily located in Singapore.

2. Commencement of Employment

- (a) Your employment shall commence on 1st June 2022 and shall continue until this employment letter is terminated in accordance with clause 11 below, whichever occurs earlier. Your employment is dependent upon your Letter of Consent to work being issued by the Ministry of Manpower, if applicable.

3. Salary and Benefits

- (a) Your starting basic salary shall be **S\$3,500** (Three Thousand Five Hundred Singapore Dollars only, gross) per month. Your salary shall become payable at the end of the month for the same calendar month. Your probation period will be from 1st June 2022 to 1st October 2022 (four (4) months). Start date is dependent on permission to work being granted by Ministry of Manpower (if applicable).
- (b) If applicable, Central Provident Fund contributions will be made on your behalf, and also by the Company, on your salary, bonus and other benefits or allowances in accordance with the Central Provident Fund Act Cap. 36.
- (c) The Company shall deduct from your basic salary all such sums it is authorized to deduct under the laws of Singapore, whether for your share of Central Provident Fund Contributions, withholding tax or otherwise.
- (d) You shall be responsible for all personal income taxes and other taxes, rates or charges on your salary and allowances in connection with your employment with the Company.
- (e) You shall indemnify and hold the Company harmless against any claims arising out of your personal tax liabilities in connection with your employment with the Company.

4. Performance Review, Bonus and Expenses

- (a) The bonus will be pro-rated if the employment is of less than twelve (12) months duration during a calendar year provided that you are an employee of the Company on December 31 of the respective calendar year for which the bonus is granted.
- (b) You shall be entitled to reimbursement of all travelling, hotel and other out of pocket expenses reasonably and properly incurred in connection with your employment provided that on request you provide the Company with the appropriate Company expense forms and attached receipts or other evidence of actual payment of such expenses as the Company may reasonably require. All expenses will need prior approval by your supervisors.
- (c) You will not have any claim whatsoever against the Company for any additional services provided by you to the Company, unless otherwise agreed in writing by the Company prior to the provision of such services, or in accordance with any policies that the Company formulates from time to time.

- (d) Any bonus or declarations of bonus shall be made at the sole and absolute discretion of the Company. In determining the amount of bonus, the Company shall consider your work performance, amongst other factors.
- (e) Your performance will be reviewed periodically as per the Company's performance review process. The Company shall make adjustments to your salary as it sees fit.

5. Annual Leave

- (a) You will be entitled to fourteen (14) working days of paid annual leave. Thereafter, you will be given an additional one-day's paid leave for each completed year of employment for the first three years of employment, up to a maximum of seventeen (17) days of annual leave per year.
- (b) During the first three months of the probation period, you are not entitled to any paid leave.
- (c) You cannot carry forward any unutilized annual leave to the next year. Any leave balance at the end of the calendar year shall be forfeited.
- (d) All leave applications must be made in writing at least **seven (7) days** in advance and shall be approved at the absolute discretion of the Company.
- (e) Pro-rated annual leave before the completion of one year's service is at the sole discretion of the Company.
- (f) You are entitled to **five (5) days of compassionate leave** per calendar year upon completion of the first year of service. Approval for compassionate leave shall be at the sole discretion of the Company.
- (g) You shall also be entitled to all public holidays declared in Singapore.
- (h) Any unutilized annual leave at the time of termination of employment will be paid to the employee.

6. Working Hours

- (a) The Company's working hours are as follows:

9.00 a.m. to 6.00 p.m. (Mondays to Fridays) with an hour's break for lunch.
- (b) You may from time to time be required to work beyond the Company's working hours due to the exigencies of your work. As an exempt professional and business employee, you are not entitled to any overtime pay. Your overtime contribution will be taken into consideration during the performance review process.
- (c) The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.

7. Medical/Hospitalization Leave and Other Benefits

- (a) Upon completion of your probation, you shall be entitled to fourteen (14) days of paid medical leave and sixty (60) days of paid hospitalization leave per annum.
- (b) An original medical certificate from a registered medical practitioner must be produced each time you apply for paid medical leave, without demand, in accordance with the policies and procedures prescribed by the Company from time to time.
- (c) You must notify the Company and/or your immediate supervisor as soon as practicable if you are unable to work for medical reasons. Such notice shall be given within the first **four (4) hours** of the working day.
- (d) You may be reimbursed up to S\$300 per year for any outpatient medical expense or for your private medical insurance policy. You will have the option to be added to the Company's inpatient /hospitalisation medical plan for Singapore. Please inform the HR department if you would like to be included on this policy.

8. Trade Secrets and Confidential Information

- (a) In the course of your employment with the Company, you will have access to, be entrusted with, and receive trade secrets and Confidential Information (as defined below). You acknowledge and agree that such Confidential Information and trade secrets form a valuable and integral part of the Company's goodwill and assets that it is entitled to protect, and you will ensure that the Confidential Information and any such trade secrets shall be kept strictly confidential by you at all times and used solely for the purpose of carrying out the duties and responsibilities of your employment hereunder.
- (b) "Confidential Information" is defined as all information (whether in physical or digital or whatsoever form on whatever media and by whomsoever recorded) relating to all or any part of the business, organization, operations, dealings, property, assets, technology, activities, services, financial affairs, management and administration of the Company and which is confidential to the Company or treated as confidential, including without limitation, technical information, client lists, trade names, trademarks, service marks or other proprietary business designations used or owned by the Company but shall not include information or material in the public domain, whereupon to the extent that it is public, this obligation shall cease.
- (c) The provisions of this clause 8 shall survive the termination of this employment letter.
- (d) You shall return all such information designated by the Company (including all copies thereof) as confidential to the Company within seven (7) days after a request from the Company, or immediately upon the termination of this employment letter, whichever occurs earlier.
- (e) You are required to execute a separate Company standard Confidentiality Agreement upon commencement of your employment.

9. Non-Competition and Non-Solicitation

During your employment with the Company and for a period of eighteen (18) months after the termination of this employment letter, you shall not either directly or indirectly:

- (a) entice away (whether on your own account or for any other person, firm or company) any officer or employee from the Company, to become employed by any other company whose business competes directly with the Company, or endeavour to do so; or
- (b) solicit (whether on your own account or for any other person, firm or company) the custom of any person, firm, company or organisation who shall at any time have been a customer, client, distributor or agent of the Company or any other group company, or in the habit of dealing with the Company, or endeavour to do so; or
- (c) be employed by or perform activities on behalf of, or have an ownership interest in, any person, firm, corporation or other entity, or in connection with any business enterprise, which is directly or indirectly engaged in any business activities in any jurisdiction in which you were involved in providing services during the twelve (12) months prior to the cessation of your employment, which compete directly with the business of the Company or any other group company.
- (d) While the restrictions in this Clause 9 are considered to be reasonable in all circumstances, it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the Company's legitimate interests but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording of this Clause 9 were deleted, restricted or limited in a particular manner, then the restrictions shall apply with such deletions, restrictions or limitations as the case may be.

10. Intellectual Property

- (a) The Employee agrees that all Intellectual Property Rights of whatever nature, whether registered or not, arising out of any activities conducted by him which relate directly or indirectly to the business of the Company vest in the Company and will be owned solely by the Company. The Employee agrees that if he makes an invention, design, creation or the like, he must promptly inform the Company and shall co-operate with the Company in applying for the industrial rights thereof or otherwise.
- (b) Any invention or discovery made or originated by the Employee in the course of his normal duties of employment or in the course of carrying out duties specifically assigned to him, or arising from particular responsibilities given the nature of his duties, which relate to the affairs of the Company, shall be the exclusive property of the Company in accordance with Section 49(1) of the Singapore Patents Act (Chapter 221 of the Laws of Singapore). The Employee shall hold such invention and all rights to it on trust for the Company.
- (c) To the extent that the Employee owns or will own any rights in any copyright works or designs, he assigns to the Company, by way of future assignment, all rights in such copyright works for the full term of them throughout the world. The Employee also irrevocably and unconditionally

waive in favour of the Company any and all moral rights conferred on him by Section 4(2) of the Singapore Registered Designs Act (Chapter 266) or Section 30 of the Singapore Copyright Act (Chapter 63) of the Laws of Singapore in relation to any copyright and/or design works.

- (d) Insofar as the aforementioned provisions will not have the effect of assigning all relevant Intellectual Property Rights to the Company, the Employee will execute upon the Company's written request, a written deed or assignment or any other document prescribed by laws applicable to the creation of such Intellectual Property Rights, in order to have those Intellectual Property Rights assigned to the Company.
- (e) The Employee will use reasonable endeavours to prevent any violation of the Company's Intellectual Property Rights and will promptly report to the Company any such violation that comes to its attention.

"Intellectual Property Rights" include:

- (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, service marks, trade and business names (including all goodwill associated with any trademarks, service marks or trade and business names), source codes, copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights and utility models, and including the benefit of all registrations of, applications to register and rights to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable;
- (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and
- (iii) trade secrets and other proprietary rights, including rights to know how, technical information or other confidential information.

11. Termination

- (a) Each party may terminate this employment letter by giving to the other party two (2) months' advanced notice in writing or two (2) months' salary in lieu of notice.
- (b) During the probationary period, either party may terminate this employment letter by giving **two (2) weeks' notice or two (2) weeks' salary** in lieu of notice.
- (c) The Company reserves the right not to give any reasons for termination.
- (d) This employment letter may also be summarily terminated by the Company without payment in lieu of notice or any compensation to you if:
 - (i) you have committed any breach of the provisions of this employment letter, in particular any provisions of clause 8 or clause 9 herein;

- (ii) you continually fail to perform your duties to a standard satisfactory to the Company, after having received a written warning from the Company;
 - (iii) your employment pass or residency status is revoked or cancelled, howsoever occurring;
 - (iv) you are guilty of any grave misconduct, willful neglect in the discharge of your duties hereunder or have conducted yourself in any manner calculated or likely to be prejudicial or detrimental to the interests of the Company;
 - (v) you have been convicted of any criminal offense, other than an offense which in the reasonable opinion of the Company, does not affect your position as an employee of the Company;
 - (vi) you have become a bankrupt or have entered into or made any arrangement or composition with your creditors;
 - (vii) you are unable by reason of incapacity due to an illness or other like cause incapacitating you from performing your duties under your employment for an aggregate period of or exceeding 26 weeks in any 52 weeks. This shall not apply in the case where you are incapacitated due to an accident occurring at work beyond your reasonable control provided that due care had been exercised on your part and all relevant safety measures had been complied with in the conduct of your work; or
 - (viii) you have become of unsound mind.
- (e) The termination of your employment under clause 11 shall be without prejudice to the rights of the Company already accrued, and clauses 8 and 9 of this employment letter shall survive any termination thereof.
- (f) Upon termination of your employment, you are to return to the Company all Company documents, copies thereof, electronic equipment and medium, which contain Company information and any other Company property to an authorized officer of the Company. It is hereby clarified, that upon termination of your employment with the Company no electronic data stored on such equipment should be deleted or copied on other data carriers.
- (g) During your notice period, you shall hand over all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities. If you fail to complete the handover during the notice period, the Company shall be fully entitled to require and compel you to stay **two (2) more weeks** after the notice period has ended to complete the hand over.
- (h) This clause (11) shall survive the termination of this employment letter for any reason.

12. General

- (a) In this employment letter, clause headings are inserted for convenience only and shall not affect the construction of the provisions thereof.
- (b) This employment letter is governed by, and shall be construed in accordance with, the laws of Singapore, and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore notwithstanding the fact that one or more parties may now or later become a resident of another state or country without regard to that state's or country's conflict of laws principles.
- (c) Your employment pursuant to this employment letter is contingent upon you having the required employment authorization from the relevant Singapore government agency to work in Singapore.
- (d) The Company's employee handbook and other policies (the "Employee Handbook") as from time to time notified and made available to you shall be incorporated by reference and shall form part of this employment letter. In the event of any inconsistency between the provisions of this employment letter and the provisions of any Employee Policies, the provisions of this employment letter shall prevail.
- (e) You agree to indemnify the Company against any claim, loss, damage and liability suffered and legal costs incurred by due to your breach of this employment letter for whatever reason and which arise out of any act, default or negligence on your part.
- (f) With regard to the use of the IT infrastructure on the Company you undertake to use software or hardware authorized by the Company and for the purpose of your employment only. In particular, you undertake not to use any unauthorized third party software on the Company's IT infrastructure or conduct any unauthorized downloads whether from any software, hardware or from the internet.
- (g) You hereby agree that the Company can store, process and/or utilize your personal data for the purpose of the calculation of your salary and for their internal administrative purposes.
- (h) If any of the provisions of this employment letter is invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such scenario, the invalid or unenforceable provision shall be substituted by a valid provision, which shall as far as possible, reflect the economic purpose of the invalid or unenforceable provisions.
- (i) A person who is not a party to this employment letter has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) Singapore to enforce any term of this employment letter.

To indicate your acceptance to the above, please sign and date your acceptance of this employment letter as provided for below and return it to the Company within seven (7) days of the date of this letter.

Yours faithfully,



Taras Wankewycz
as Director
for and on behalf of
H3 DYNAMICS PTE LTD

I, Koh Chin Wei, have read and fully understood the terms and conditions set out in this employment letter. I hereby confirm my acceptance and agreement to be bound by the terms and conditions of this employment letter.

Signature:

Koh Chin Wei

NRIC :

Date:

Appendix A: UAV Pilot

Detailed Responsibilities

- Drone piloting and testing at multiple sites around Singapore
- Keeping detailed records of testing sessions including written notes, videos, and electronic flight logs
- Maintaining an airworthy fleet of drones
- Building, repairing, and modifying drones when necessary
- Assist with CAAS paperwork for activity permit applications and operator modifications (such as adding new drones to our fleet).
- Managing onsite flight operations with end customers, delivery team, and drone operations vendor
- Scheduling flight demos, and keeping track of drone operations jobs on a weekly and monthly basis
- Ensuring high-quality data is captured during flight operations
- Enforcing good and safe drone flight practices for demos and customer delivery projects
- Performing an initial quality check of data capture before handoff to delivery
- Working closely with technical team to provide feedbacks on systems and to improve quality and R&D

Skills and Qualifications

- UAPL License (drone > 7kgs)
- Experienced in flying rotorcraft
- UAV videography or inspection experience welcomed