



Airsquire Pte. Ltd.
UEN 201727676C
1 Scotts Road
#24-10 Shaw Centre
S228208, Singapore

LETTER OF ACCEPTANCE

Date: 16th July, 2020

Jurong Town Corporation
Start-Up Dept
InfoComm Media & Start-Up Cluster
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434
Attention: Sheryl Ho

Dear Sirs,

ACCEPTANCE OF OFFER FOR TENANCY OF JTC SPACE KNOWN AS:

Private Lot No.	Unit No.:
A(to confirm)	#02-20
at 73 #02-20 AYER RAJAH CRESCENT SINGAPORE 139952	

(the "Premises")

1. We refer to your letter of offer dated 14 August 2020, the Special Terms and Standard Terms referred to therein, (collectively, the "**Offer**") for the tenancy of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
2. We forward the following as confirmation of our acceptance:
 - (a) Payment advice, evidence payment of **\$1,212.19** by us to your designated bank account by bank transfer as below :
Bank Name: OCBC Bank
Bank Address: 65 Chulia Street, Singapore 049513
Account name: JTC Corporation
Bank/Branch Code: 7339501
Account number: 501104970001
SWIFT code: OCBCSGSG
 - (b) duly completed GIRO authorisation form.
3. We understand and agree that we will only be able to access, print and download our Statement of Accounts (SA) through JTC's Customer Service Portal (CSP). We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
4. This acceptance together with the Offer constitutes a binding Tenancy Agreement between us.



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#24-10 Shaw Centre
S228208, Singapore

(EXECUTION PORTION FOR PRIVATE/ PUBLIC LIMITED COMPANIES)

Yours faithfully,

For and on behalf of Airsquire Pte. Ltd. *[insert Company's Name]*

Signature of authorised signatory

Name of authorized signatory: Kyle (Kai Long) Tan

Designation: CEO, Director

in the presence of:

Name of witness: You Yue

NRIC No.: G1411869T

Airsquire Employment Agreement**The Parties:**

Airsquire Pte. Ltd., a private limited liability company organized under the laws of Singapore, with address 73 Ayer Rajah Crescent, #02-20, Singapore 139952, registered with the Singapore Commercial Register ACRA under number 201727676C (the "**Company**");

and

Fong Jun Ming, S9338617E, born in **Singapore** on **1993-10-15**, nationality **Singapore Citizen**, residing in Singapore with address 671A Yishun Avenue 4, #09-608, S761671; (the "**Employee**");

whereas:

- A. the Employee will be employed by the Company as **Account Manager** effective as of **2022-09-12**;
- B. the employment agreement is entered into on the condition precedent and the dissolving condition that the Employee obtains and will maintain, throughout his employment with the Company, a valid Singapore residence visa and/or work permit or single permit that enables work and residence in Singapore.
- C. the Parties desire to set forth in writing the terms and conditions of the employment in this agreement (the "**Employment Agreement**"),

have agreed as follows:**1. Job description**

- 1.1. The Employee will be employed as **Account Manager**, effective as of **2022-09-12** for **40 hours per week**. The duties attached to the Employee's job includes but not limited to:
- Developing opportunities and sales accounts in Singapore and Asia
 - Building relationships at the highest executive levels in your accounts
 - Maintain an updated pipeline and client insights on CRM software
 - Always be closing on deals proactively
 - Developing outbound and inbound marketing campaigns
 - Creating content and creatives to support marketing campaigns
 - Generate and nurture prospective leads
 - Feedback customer needs to product team
- 1.2. The Employee will primarily work for the Company in **Singapore**.
- 1.3. The Company may instruct the Employee to work at such other places or places outside Singapore, if reasonably required in the interests of the Company and/or in the proper performance of Employee's duties. The Employee is required to spend short or longer periods of time outside of his place of work, at any location as required by his duties or the organization of the Company. Consequently, the Employee will travel as often as

Employer Initials: Employee Initials: 

necessary for the proper performance of his duties. The Employee accepts that this is a normal incidence of his employment.

- 1.4. If requested by the Company, the Employee is obliged to perform activities other than those listed in the Employee's job description in the event that this is reasonably required in the interests of the Company.
- 1.5. During the term of the Employee's employment with the Company, the Employee shall devote full professional activity and attention to the business of the Company and to use all of his skills and capacities to promote their interests. The Employee will, at all times, perform his duties to the best of his abilities and will comply with all instructions issued by or on behalf of the Company.

2. Duration of the employment agreement, probationary period and notice

- 2.1. The Employment Agreement has been entered into for an indefinite period effective as of **2022-09-12**.
- 2.2. The first 3 months of employment are deemed to be a probationary period. During this probationary period, the Company is entitled to terminate the Employment Agreement with immediate effect.
- 2.3. In case this Employment Agreement is terminated with notice, other than for urgent and pressing reasons justifying instant termination without prior notice, the Parties will take the following notice periods into consideration:

■ for notice by Employee to the Company:	2 months
■ for notice by the Company to Employee:	
<u>Length of Service</u>	
Less than 26 weeks:	1 day
26 weeks to less than 2 years	1 week
2 years to less than 5 years	2 weeks
5 years or more	4 weeks
- 2.4. Notification can only be given in writing. The notice period includes the day on which notice is given, public holidays, rest days and non-working days. Example: if notice is given in writing on 15th January 2088, the last day of work will be 14th March 2088.

3. Applicable regulations and/or agreements

- 3.1. The Employee is obliged to strictly comply with all Company regulations, including updates and revisions, such as internal instructions, memoranda, issued by the Company.

4. Working hours and overtime

- 4.1. The Employee will work on a **full-time basis**. Normal working hours will be between 9 a.m. and 6 p.m. each day, and **40 hours per week** notwithstanding the breaks.
- 4.2. Employee accepts that his job may include performing overtime or work outside of his normal working hours. Employee's base salary as referred to in Article 5 includes

Employer Initials: 

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compensation for overtime or work outside of the normal working hours.

5. Salary

- 5.1. The Employee is entitled to a **base gross salary** of **S\$5,500.00** per month.
- 5.2. The Company is liable to declare and pay for all **Employer Central Provident Fund** contributions during this period.
- 5.3. The standard Central Provident Fund ("CPF") contributions will apply for all Singapore citizens and Singapore Permanent Residents. These contributions are subject to changes and regulations set by the CPF Board.
- 5.4. The salary will be paid to the Employee monthly on the **1st of next month** by bank transfer, directly to the Employee's account, after the deduction of tax, social security contributions and other deductions including withholding amount for CPF contributions (if applicable).

6. Annual Wage Supplement and Holidays

- 6.1. In addition to the base salary as provided for in paragraph 1 of Article 5 the Employee is entitled to an Annual Wage Supplement ("**13th month payment**") equal to **1 month** of base gross salary.
- 6.2. The Annual Wage Supplement year runs from 1 January up to and including 31 December of the same calendar year. The gross Annual Wage Supplement for the period 1 January of the current calendar year to 31 December of the same calendar year will be paid annually in the month of December.
- 6.3. The Annual Wage Supplement entitlement regarding a Annual Wage Supplement year in which the Employee was not fully employed will be prorated according to the duration of Employee's employment during that year. In case of termination of employment, the Employee shall be paid any unpaid Annual Wage Supplement accrued.
- 6.4. The Employee is entitled to **14 holidays** per calendar year in addition to the Singapore public holidays (published <https://www.mom.gov.sg/employment-practices/public-holidays>). Should the employment start or end in the course of a calendar year, the holidays entitlement will be prorated to the period of the Employee's employment during that calendar year.
- 6.5. Holidays must be taken as much as possible in the calendar year during which they have been accrued, in consultation with the Employee's direct supervisor. In case the Employee has got statutory holidays left by the end of the calendar year in which they were accrued, she must take these statutory holidays within **3 months** after the calendar year in which they were accrued. Otherwise, the statutory holidays that have not been taken will lapse.

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7. Commission

- 7.1. For each year, the Parties shall agree upon an individual commission scheme. The individual commission scheme shall be set ultimately **1 month(s)** prior to the year it refers to, except for the **First Individual Commision Scheme** Parties agree upon. The commission entitlement regarding a year in which the Employee was not fully employed will be prorated according to the duration of Employee's employment during that year.
- 7.2. The Company sets the targets and the maximum commission amount due to the individual commission scheme for each fiscal year. The Company may upon seeking consent from the Employee, terminate or amend the individual commision scheme in an agreed way.
- 7.3. The Company shall pay out the commission upon successful cash payment in the Company's bank account on a monthly basis. Commission from the measured month will be calculated based on cash received for the Software Contract Value (SCV) for the month and paid to the Employee on the **1st of next month**.
- 7.4. The Employee agrees upon the **First Individual Commision Scheme** as set out here:
- Individual Sales Target in Total Software Contract Value is Singapore Dollars **SGD 500,000**.
 - **Sales Commission** will be awarded equivalent to **10%** of total Software Contract Value (SCV) received in the Company's bank account.
 - * *Software Contract Value (SCV) excludes Hardware. Example: Contract value is \$50,600 with \$600 of hardware, this means SCV is \$50,000. Amount attributed to SCV received in the Company's bank account is \$50,000, this means \$5,000 (10% of \$50,000) will be paid as a commission.*
 - Measurement Period for Individual Sales Target is between **2022-09 to 2023-08**.

8. Pension

- 8.1. The Employee shall not participate in any pension scheme.

9. Sickness and incapacity for work

- 9.1. If the Employee has to be absent from work for any reason, the Employee should inform his immediate supervisor prior to 9 a.m. of the same day or as soon as possible. If the Employee is absent due to illness and if at all possible, she should give an indication how long she thinks to be away from work.

10. Business property of the Company

- 10.1. All property placed at the disposal of the Employee by the Company or which came into the possession of the Employee otherwise during this Employment Agreement with the Company, the working tools of this Employment Agreement and all written documents is and will remain the sole property of the Company, or as the case may be another company affiliated to the Company. This property constitutes the so-called business property and it is strictly forbidden to exploit such property for private use without the explicit prior written approval of the Company. The Employee shall keep all property in a good and clean state.

Employer Initials: 

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- 10.2. At the end of this Employment Agreement or at any other time, on first request by the Company, unless stipulated differently in this Employment Agreement, the Employee will immediately return the business property in a clean and proper state without keeping any copies thereof in whatsoever form.

11. Confidential information

- 11.1. During the course of this Employment Agreement, the Employee may have (had) access to and become aware of information, of which she knows or may reasonably suspect that it is confidential. Except as and to the extent authorized or required by his duties, the Employee shall keep strictly secret and shall not use or disclose and shall use his best endeavours to prevent the use or disclosure by or to any person of any of the confidential information, which comes to his knowledge during his employment by the Company (irrespective of how such information came to the knowledge of the Employee).
- 11.2. The restriction in paragraph 1 of this Article shall apply during and after termination of this Employment Agreement with the Company without any limit in time, but shall cease to apply to information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach of that restriction by the Employee.

12. Working for others

- 12.1. During this Employment Agreement with the Company, the Employee shall not without prior written consent of the Company, directly or indirectly, in any way, on the basis of an employment agreement or otherwise, whether or not for remuneration, work or carry out other activities for or be (financially) interested or concerned in any other enterprise than the Company and its affiliated companies, nor shall he work in any way as a self-employed person.

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13. Non-competition

- 13.1. During this Employment Agreement and during a period of **12 months** following its termination (for any reason or in any way), the Employee shall refrain from, whether or not as employee, whether or not directly or indirectly, whether or not for payment and/or for financial interest, becoming involved with or participate in (the formation of) a company or perform work or activity in any manner whatsoever, in for any company whose business is equal or similar or related to the business of the Company or its affiliated companies.

14. Non-solicitation

- 14.1. Without the express prior written approval of the Company, the Employee may not during this Employment Agreement and during a period of **12 months** after termination thereof (for any reason or in any way), approach any of the Business Relations of the Company or its affiliated companies, either directly or indirectly, in order to solicit or entice such Business Relations away from the Company or its affiliated companies, or to become directly or indirectly a business relation of the Employee or a third party. Furthermore, during the same period the Employee (i) may not approach third parties and (ii) may not aid and abet third parties with a view to enticing away the Business Relations of the Company or its affiliated companies, or to becoming directly or indirectly a Business Relation of the third party or its affiliated companies or the Employee.
- 14.2. The "Business Relations" of the Company or its affiliated companies, are, in any event, deemed to include the natural persons, organizations and legal entities (suppliers, buyers and customers) with whom the Company or its affiliated companies, has (have) conducted business during the term of Employment Agreement between the Employee and the Company and/or during the five-year period directly preceding the termination of the Employment Agreement, which business relations, in any event, are deemed to include those to whom the Company or its affiliated companies, has submitted quotations, concluded agreements or has had discussions or negotiations, all in the broadest sense, concerning possible co-operation and/or agreements.
- 14.3. During this Employment Agreement and during a period **12 months** following its termination, the Employee shall not influence or persuade any employee of the Company or its affiliated companies to terminate his/her employment agreement, or to recruit any employee of the Company or its affiliated companies, whether within the context of an employment agreement or for payment, to work for the Employee or any third party in whatsoever manner or to induce such employee to violate the provisions of his/her employment agreement with the Company or to induce such employee to perform any action, which if performed by that Employee would be deemed to be a violation of the provisions of this agreement.

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15. Intellectual property rights

- 15.1. All works, designs or other products ("Works") created by or originating from the Employee, alone or jointly with others, during the term of this Employment Agreement with the Company, protected by copyright or other intellectual property rights or similar rights and/or on which such rights could be established, are the property of the Company, irrespective of whether the Works were created at the direction or instruction of the Company and irrespective of whether the Works are created for the benefit of the Company and irrespective of whether such Work was created during work hours and/or at the Employee's place of work. The intellectual property rights are the exclusive property of the Company in all jurisdictions and in all parts of the world together with all rights to registrations, extensions and renewals.
- 15.2. To the extent that the rights referred to in this Article or any other intellectual property rights whatsoever are not otherwise vested in the Company, the Employee hereby transfers these rights or claims to the Company together with all past and future rights. Insofar as such transfer is not effective, the Employee will, on first request by the Company, transfer all such relevant rights and claims to the Company and the Employee agrees to execute all further necessary documentation and do all things necessary or reasonably required to confirm and substantiate the rights of the Company as stipulated in this Article irrespective of termination of this Employment Agreement for whatever reason.
- 15.3. The Employee agrees that his gross base salary of this Employment Agreement includes sufficient and full compensation for the establishment of copyrights, design rights or other intellectual property rights, the assignment and transfer thereof to the Company and for any other obligation that the Employee may have under this article.

16. Penalty

- 16.1. In the event the Employee does not adhere to any of the above mentioned provisions regarding "Business property of the Company", "Confidential Information", "Working for others", "Non-Competition", "Non-Solicitation" and "Intellectual property rights", she shall be liable to pay the Company a penalty of S\$ 10,000 for each infringement and of S\$ 500 for each day of continuance of said infringement, notwithstanding the Company's right to claim and receive instead of said penalty full compensation or damages. Further, infringement of mentioned provisions shall be considered a valid urgent and pressing reason for the Company to instantly dismiss the Employee.

17. Tax and social security insurance contributions and tax equalization

- 17.1. For tax or social security insurance purposes, any payments, reimbursements, contributions or benefit under this Agreement shall be a gross payment, gross reimbursement, gross contribution, compensation or gross benefit, unless explicitly provided that they are net payments, reimbursements, contributions, compensations or benefits. Any tax or social security insurance contributions due with respect to any of the payments, reimbursements, contributions, compensations or benefits on the basis of this agreement shall be deductible, as appropriate, from any payments, reimbursements, contributions, compensations or benefits, due to the Employee.

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- 17.2. All amounts payable by the Company to Employee shall be subject to any deduction and/or withholding which the Company may be entitled or required by law to make (including any deductions or withholdings which the Company is entitled to make under the Singapore Income Tax Act (Chapter 134).
- 17.3. The Employee shall be responsible to pay all taxes which may be levied or assessed on any sum paid and/or benefit provided by the Company. If you are or subsequently become a citizen or permanent resident of Singapore, the Company will make the prescribed CPF contributions in accordance with applicable law.

18. Unilateral changes clause

- 18.1. The Company is entitled to unilaterally amend or supplement this Employment Agreement if the Company has such an important interest in the amendment or addition that the interest of the Employee that could be harmed by the amendment or addition must be overridden. The Employee is bound to any such amendment or addition.

19. Validity and enforceability

- 19.1. In case any provision, or any part of any provision, of this Employment Agreement shall be deemed to be or shall be made invalid or unenforceable, then the remaining provisions or part of the provision shall remain in full force and effect. The invalid or non-enforceable provision or part of the provision shall be deemed to be amended without further action by the parties hereto to the extent necessary to render it valid or enforceable as much as possible in accordance with the contents and purpose of the original provision, taking into account the principle that (i) the costs for the Company under this Employment Agreement should not be increased and (ii) that any possible cost advantages shall be divided between the Company and the Employee as required by law .

20. Miscellaneous

- 20.1. Effective, the date stipulated in Article 1.1 of this employment, this Employment Agreement supersedes and replaces all prior other possible agreements reached between the parties or the Employee and the Company's affiliated companies.
- 20.2. This Employment Agreement shall be exclusively governed by and construed in accordance with the laws of Singapore. Any disputes arising out of or in connection with this Employment Agreement or further related agreements shall be subject to the exclusive jurisdiction of the competent court in Singapore.

Employer Initials: 

Employee Initials: 

Signed in duplicate,

in ____Singapore____ (location)

in____Singapore____ (location)

on 08 / 10 / 2022 (date)

on 08 / 10 / 2022 (date)



.....
sign above dotted line



.....
sign above dotted line

Airsquire Pte. Ltd., Company By: Kyle (Kai Long) Tan Title: CEO, Director	Fong Jun Ming, Employee
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TITLE	Airsquire Employment Agreement for Fong Jun Ming (Sign-Off)
FILE NAME	Airsquire P.L. Em...) v2022-08-10.pdf
DOCUMENT ID	724cddd75217dc2a1f34d974756709d903fbe8a2
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document history



SENT

08 / 10 / 2022

07:15:44 UTC

Sent for signature to Kyle Tan (kyle@airsquire.ai) and Fong Jun Ming (fong.junming93@gmail.com) from kyle@airsquire.ai
IP: 121.7.103.213



VIEWED

08 / 10 / 2022

07:15:55 UTC

Viewed by Kyle Tan (kyle@airsquire.ai)
IP: 121.7.103.213



SIGNED

08 / 10 / 2022

07:17:15 UTC

Signed by Kyle Tan (kyle@airsquire.ai)
IP: 121.7.103.213



VIEWED

08 / 10 / 2022

07:35:54 UTC

Viewed by Fong Jun Ming (fong.junming93@gmail.com)
IP: 122.11.212.35



SIGNED

08 / 10 / 2022

07:39:42 UTC

Signed by Fong Jun Ming (fong.junming93@gmail.com)
IP: 122.11.212.35



COMPLETED

08 / 10 / 2022

07:39:42 UTC

The document has been completed.