



DATED 31 August 2022

MOOVAZ INNOVATION PTE. LTD.

- and -

Kuhan s/o Kalimuthu

EMPLOYMENT AGREEMENT



BETWEEN:

- (1) MOOVAZ INNOVATION PTE. LTD., a company registered in and under the laws of the Republic of Singapore, whose registered office is at 71 AYER RAJAH CRESCENT #01-08/09 SINGAPORE 139951 is a value-added logistics service providers (the "Company") which term or expression shall where the context so requires or admits mean and include the said MOOVAZ INNOVATION PTE. LTD. and its successors or assigns; and
- (2) **Kuhan s/o Kalimuthu, S8311345F, Singapore Citizen**, (the "Employee") which term or expression shall where the context so requires or admits mean and include his permitted assigns.

INTRODUCTION

- (A) The Company carries on business as a valued added logistics service provider (the "Business").
- (B) The Company wishes to engage the services of the Employee in the capacity of **Fulfilment Executive** for the Period starting from the Commencement Date, and on the terms and conditions set out in this agreement.

AGREED TERMS

1. Definitions and Interpretation

- 1.1. In this agreement and the recitals the following expressions shall have the meanings set out opposite them:

"Salary"	means SGD 3,500 gross salary per month ; probation period of minimum 3 months and up to 6 months, subject to deduction of relevant taxes under law of the Republic of Singapore
"Period"	means the calendar year of the Company from 1 st January to 31 st December;
"Board"	means the board of directors of the Company from time to time;

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"Business Day"	means any day other than a Saturday, Sunday or any other day which is a public holiday in the place or places at which the transaction in question is being effected or the notice in question is effected;
"Business Opportunities"	means any opportunities which the Employee learns about during the term of this agreement which relate to the business of the Company or which the Board considers might be of benefit to the Company;
"Commencement Date"	1 September 2022
"Office Address"	means at the address Block 71 Ayer Rajah Crescent #01-08/09 Singapore 139951
"Invention"	means any invention, discovery, design, process, improvement (whether or not patentable) (whether or not relating to computer hardware or computer software) or copyright work which relates to or is capable of being used in the business of the Company (or any other member of the Group) and which is invented, devised, developed, made or created by the Employee during work hours, or in relation to company's Business Opportunities, (whether alone or in conjunction with any other person) wholly or partly during the term of this agreement;
"Liability"	means the matters in respect of which the Employee is to be indemnified pursuant to sub-clause 12.1;
"Services"	means the services and obligations specified in sub-clause 4.1; and
"Termination Date"	means the date this agreement terminates for whatever reason.

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1.2. In this agreement and the recitals:

- (a) reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
- (b) reference to the singular includes a reference to the plural and vice versa;
- (c) reference to any recital, clause, sub-clause is to a recital, clause, sub-clause (as the case may be) of or to this agreement;
- (d) reference to any gender includes a reference to all other genders; and
- (e) references to persons in this agreement include bodies corporate, unincorporated associations and partnerships and any reference to any party who is an individual is also deemed to include their respective legal personal representative(s).

2. **Engagement**

- 2.1. The Company hereby agrees to engage the Employee and the Employee agrees to act as an Employee to the Company on the terms and conditions contained in this agreement.

3. **Term**

- 3.1. This agreement which shall be deemed to have commenced on the Commencement Date. While the agreement is in effect, either party may give to the other party **1 week** during probation and **one month's notice** after probation in writing of his/her intention to terminate this agreement.
- 3.2. The Employee will provide the Services under this agreement personally and will not assign or sub-contract such Services to any other person, firm, company or organisation without the prior written consent of the Company.
- 3.3. Without prejudice to the provisions of sub-clause 3.2, the Employee may use another person, firm, company organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that

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the Company will not be liable to bear the cost of such functions unless it has given its prior consent in writing.

4. Duties

4.1. The Employee duties and responsibilities shall include but not limited to the following,

- XXXXX

4.2. During the term of this agreement the Employee shall:

- (a) serve the Company and render and perform the services of operations for the Company, including but not restricted to the Company's product, and comply with the obligations referred to in this sub-clause 4.1 to the best of his skill and ability and use his best endeavours to promote the interests of the Company;
- (b) exercise only such powers and perform such duties as may from time to time be vested in or assigned to him by the Board whether for a specific purpose as determined by the Board or to provide the Services generally;
- (c) not at any time make or cause or permit to be made any untrue or misleading statement in relation to the provision of the Services or any products or services provided by the Company or in relation to the Company.

4.3. It is agreed that in providing the Services, the Employee has particular responsibility to keep a list of actual and identified potential clients and channel partners, and supply an updated copy of it to the Company whenever requested in relation to the business of the Company. Accordingly, the Employee undertakes with the Company that during the term of this agreement he will take all reasonable steps to offer or cause to be offered to the Company any Business Opportunities as soon as practicable after the same shall have come to his knowledge and in any event before the same shall have been offered or caused by the Employee to be offered to any other party.

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- 4.4. The Employee shall use all reasonable care and skill in the provision of Services to the Company.
- 4.5. The Employee shall not be obliged to make his services available to the Company when the Employee is unable to work due to illness or injury provided that in the event of the Employee's illness or injury the Employee shall advise the Company of such illness or injury as soon as is reasonably practicable, giving details of the illness or injury and its likely duration.
- 4.6. The Employee shall comply with all reasonable standards of safety, take due regard and comply with the safety regulations of the Company and all relevant statutory provision which may be in force from time to time, and report to the Company any incident which could give rise to any unsafe working conditions or practices.
- 4.7. If written notice pursuant to clause 14 is given by the Company to the Employee to terminate this agreement the Company may notwithstanding any other terms of this agreement:
- (a) require the Employee to perform such services as the Company may designate so long as such services are not demeaning; or
 - (b) require no services to be performed under this agreement;
- until the expiry of the notice period on condition that the Company will continue to pay the fee to the Employee in accordance with sub-clause 5.1.

5. Fees

- 5.1. For his services under this agreement the Company shall pay to the Employee from the Commencement Date until such time as salary amendment, the stipulated Salary per month, payable on the **last day of every month**; if the last day falls on a weekend, the following Monday after.

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- 5.2. If the Employee's services under this agreement shall be determined from any cause whatsoever (other than the insolvency or compulsory liquidation of the Company) during the currency of a financial year of the Company then he or in the event of his death his personal representatives shall be entitled to receive a proportionate part of his fee his further fee and commission (calculated on a day-to-day basis in respect of any commission payable) to which the Employee would have been entitled if he had continued to serve the Company for the whole of such financial year.
- 5.3. The basic fees referred to at sub-clause 5.1 above shall be reviewed by the Board or such committee as appointed by the Board from time to time. Such review will be subject to the performance of the Company and the Employee and may at the absolute discretion of the Board or such committee as appointed by the Board result in an increase in basic fees. The Employee's basic fees following the review shall not be less than that payable immediately before each such review.

6. Expenses

- 6.1. The Company will reimburse to the Employee all reasonable travelling, hotel, entertainment and other out-of-pocket expenses which the Employee may from time to time reasonably and properly incur in connection with the provision of the Services provided always that no such expenses will be paid until receipt by the Company of the written statements referred to in sub-clause 6.2.
- 6.2. Expenses should be set out in written statements (accompanied by the relevant receipts and vouchers) to be submitted by the Employee to the Company as soon as practicable following the last working day of the month in which such expenses were incurred.

7. Time-off

- 7.1. The Company's time-off year runs from 1 January to 31 December. The Employee will be entitled to **15 working days** paid time-off in each year. The time at which time-off may be taken is at the discretion of the Company, but not more than 10 consecutive working

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days may be taken at any one time. Where the Employee leaves his employment part way through the time-off year, his time-off entitlement during that year will be calculated on a pro rata basis.

- 7.2. The Employee may carry forward up to 7 working days of his time-off entitlement to a subsequent time-off year. Thereafter, board approval is required.
- 7.3. The Employee shall be entitled an increment of 1 working day paid time-off per year of working to a maximum of 21 working days paid time-off in each year.
- 7.4. If the Employee has taken more time-off than he is entitled to, he hereby consents to and the Company is hereby authorised to deduct the value of the days taken in excess of his accrued entitlement from the final salary payment due.

8. **Illness**

- 8.1. The Employee will be paid his normal basic remuneration during any period or periods of absence from work due to Incapacity for a total of up to 14 working days (i.e. Monday to Friday) for outpatient non-hospitalization leave and up to 60 working days for hospitalization leave if certified by a doctor to be in need of hospitalization under this Agreement. The sick leave must be certified by the company's doctor, or by a government doctor (including doctors from approved public medical institutions.) The amount of paid outpatient and hospitalization sick leave that an employee can take is capped at his sick leave entitlement. Thereafter, the payment of remuneration and provision of benefits shall be at the Company's discretion.
- 8.2. In the event of absence on account of sickness or injury the Employee or someone on his behalf must inform or attempt to inform the Company of the reason for the Employee's absence as soon as possible and must do so within 48 hours.
- 8.3. In respect of absence even for a day, the Employee is required to produce a medical certificate to the Company.

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- 8.4. As part of employee benefits, the Employee is entitled to outpatient medical claims of up to SGD50/visit, capping at SGD300/year.

9. Other Activities

- 9.1. During the term of this agreement, nothing in this agreement shall prevent the Employee from providing his services to, or undertaking, any other business or profession or being or becoming an employee, Employee or agent of any other company, firm or person or assisting or having any financial interest in any other business or profession provided that:

- (a) Such activity does not cause a breach of any of the obligations set out in clause 4; and
- (b) The Employee shall not engage in any such activity if it relates to a business competing or tending to compete with the business of the Company.

- 9.2. The Employee covenants with the Company that he will not within any territory and for the period of **12 months** after ceasing to be engaged under this Agreement without the prior consent of the Board either alone or jointly with or as manager, agent, Employee or employee of any person firm or company directly or indirectly carry on or be engaged in any activity or business which shall be in competition with business of the Company and in which the Employee was concerned in or connected with during the period of 12 months immediately preceding the Termination Date.

10. Confidential Information and Trade Secrets

- 10.1. The Employee acknowledges that in the ordinary course of performing the Services pursuant to this agreement he will be exposed to information about the Company's business and that of its suppliers and customers which amounts to a trade secret, is

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confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of the Company or to the general public.

- 10.2. The Employee shall keep secret and shall not at any time either during this agreement, or after its termination, for whatever reason, use communicate or reveal to any person for his or their own or another's benefit, any secret or confidential information concerning the business, finances or organisation of the Company, its suppliers or customers which shall have come to his knowledge during the course of this agreement. The Employee shall also use his best endeavours to prevent the publication or disclosure of any such information.
- 10.3. For the purposes of this clause and by way of illustration and not limitation information will prima facie be secret and confidential if it is not in the public domain and relates to:
- (a) research and developments;
 - (b) formulae, formulations;
 - (c) customers and details of their particular requirements;
 - (d) costings, profit margins, discounts, rebates and other financial information;
 - (e) marketing strategies and tactics; or
 - (f) current activities and current and future plans.
- 10.4. The restrictions contained in this clause shall not apply to:
- (a) any disclosure or case authorised by the Company or required in the ordinary and proper course of the implementation of this agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority; or
 - (b) any information which the Employee can demonstrate was known to the Employee prior to the commencement of this agreement or is in the public domain otherwise than as a result of a breach of this clause.

- 10.5. The Employee shall not, either during the term of this agreement or thereafter make any public statement about the Company which is detrimental or prejudicial to its business or reputation.
- 10.6. All documents, materials, records, correspondence, papers, notes, memoranda, and information on whatever media and wherever located and whether or not confidential or a trade secret made by the Employee relating to the business of the Company any magnetic discs on which information relating to the business of the Company is stored and any keys or other property of the Company shall be and remain the property of the Company and the Employee shall hand over to the Company immediately on request and in any event upon the termination of this agreement all such documents, information and other materials referred to in this sub-clause.
- 10.7. The Employee shall, if requested by the Company, irretrievably delete any information relating to the business of the Company stored in any magnetic or optical disc or memory and all matter derived from them which is in his possession, custody, care or control outside the premises of the Company and in each case shall produce such evidence of deletion as the Company may require.

11. Inventions and Ownership of Inventions

- 11.1. The Employee will disclose promptly to the Company all Inventions. The Employee will issue a written report to the Company upon completion of any and all studies or research projects undertaken on the Company's behalf, and at such other times as the Company shall request, whether or not the Employee believes a given project has resulted in an Invention. The Employee agrees to keep a written record of his technical activities and that all such records and such Inventions shall become the sole property of the Company. During and continuing after the Period of this agreement the Employee will execute and deliver to the Company all such documents and take such other action as may be reasonably required by the Company to assist it in obtaining letters patent, copyrights and trademarks for such Inventions and vesting in the Company or its nominee title to the Inventions.

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- 11.2. The Employee assigns and hereby agrees to assign to the Company or otherwise as the Company shall designate in writing, all of his rights, if any, to such Inventions, including but not limited to, letters patent, copyrights, trade names and trademarks for such Inventions.
- 11.3. The Employee shall execute all documents reasonably requested by the Company formally to assign any interest that he may have in such Inventions to the Company or otherwise as the Company shall designate in writing.
- 11.4. The Employee shall execute any other written instrument and shall do any other acts reasonably requested by the Company to assist it, or such other party as the Company designates in writing, to perfect or protect any or all of its rights in any Invention, including but not limited to trade secrets, trademarks, trade names, copyrights and patent rights.

12. Insurance and Liability

- 12.1. The Company shall indemnify the Employee against any liability, loss, damage or claim suffered by him and any cost or expense properly incurred by him arising out of the Employee complying with regulations or directions of the Company in providing the Services to the Company, on condition that:
 - (a) the Company is notified promptly and in any event within 7 days of first becoming aware of any event action, claim or demand which may give rise to any Liability and that the Employee (at the Company's cost) takes all such steps in relation to any such event, action, claim or demand (including its defence or settlement) as the Company may reasonably require; and
 - (b) such indemnity shall not apply to any Liability arising out of negligence, fraud or wilful default on the part of the Employee of the terms of this agreement, nor to the extent that any Liability is covered by any insurance policies effected by

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the Employee including (but without limitation) the insurance policies referred to in sub-clause 12.1.

13. Authority and Relationship of the Parties

13.1. The Employee shall not, at any time after the termination of this agreement, either personally or by an agent directly or indirectly represent himself, and shall procure that any such agent shall not represent itself, as being in any way connected with or interested in the business of the Company.

14. Termination

14.1. Either party to this agreement shall have the right to determine this agreement immediately by notice in writing to the other party upon the happening of any of the following events namely:

- (a) if there is a material breach by the other party of any of the covenants obligations or stipulations to be performed or observed by him or it under this agreement;
- (b) if the other party being the Company enters into liquidation whether compulsorily or voluntarily (other than for the purpose of a reconstruction) or compounds with its creditors or the other party being the Employee becomes bankrupt or compounds with his creditors or suffers any similar action in consequence of debt;
- (c) if a receiver or administrator is appointed of the undertaking and assets of the other part

14.2. The Company shall have the further right to determine this agreement forthwith by notice in writing to the Employee upon the happening of any of the following events namely:

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- (a) if he becomes of unsound mind or if while he is a patient within the meaning of the Mental Health Acts an order shall be made in respect of his property under those Acts or any statutory modification or re-enactment thereof;
- (b) if he is convicted of any criminal offence other than a traffic offence or an offence which in the reasonable opinion of the Company does not affect his position under this agreement;
- (c) if he becomes permanently incapacitated by accident or ill-health from performing his duties under this agreement and for the purposes of this sub-clause incapacity for three consecutive months shall be deemed to be permanent incapacity.

15. Notices

- 15.1. Any notice or other written communication given under or in connection with this agreement may be delivered personally or sent by first class post (airmail if overseas) or by telex or facsimile.
- 15.2. The address for service of any party shall (in the case of a company) be its registered office and (in the case of an individual) shall be his address stated in this agreement or, if any other address for service has previously been notified to the server, to the address so notified.
- 15.3. Any such notice or other written communication shall be deemed to have been served:
 - (a) in the case of a corporate addressee if marked for the attention of the managing director;
 - (b) if personally delivered, at the time of delivery;
 - (c) if posted, at the expiry of two Business Days or in the case of airmail four Business Days after it was posted;

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- (d) if sent by telex or facsimile message, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.30 local time) in the place from which it was sent or (if not sent during such normal business hours) at the beginning of the next Business Day in the place from which it was sent.

15.4. In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice or other written communication was properly addressed stamped and posted or in the case of a telex that the intended recipient's answerback code is shown on the copy retained by the sender at the beginning and end of the message or in the case of a facsimile message that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

16. Miscellaneous

- 16.1. Each party shall bear its own costs incurred in the negotiations leading up to and in the preparation of this agreement and of matters incidental to this agreement.
- 16.2. No term or provision of this agreement shall be varied or modified by any prior or subsequent statement, conduct or act of any party, except that hereafter the parties may amend this agreement only by letter or written instrument signed by all of the parties.
- 16.3. The headings to the clauses and any underlining in this agreement and in the schedules are for ease of reference only and shall not form any part of this agreement for the purposes of construction.
- 16.4. This agreement sets out the entire agreement and understanding between the parties in connection with the Employment.

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- 16.5. This agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 16.6. If at any time any term or provision in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.
- 16.7. This agreement sets forth the entire agreement and understanding between the Company and the Employee in connection with the matters dealt with and described herein, and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the Company and the Employee in connection with the matters dealt with and described herein.

17. Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and each of the parties to this deed hereby submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

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This agreement has been entered into on the date first written above.

SIGNED by **Vishnu, Founder**
for and on behalf of **MOOVAZ**
INNOVATION PTE LTD

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VISHNU

Date: 31/08/22

SIGNED by **Kuhan s/o Kalimuthu**

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Kuhan

Date: 31/08/22

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