

Offer Letter

Dear **Andrew Tan**,

Congratulations! Glints recognises and appreciates your strong resourcefulness, ownership, and potential to grow. This is a formal letter of offer for you to join us in our vision of impacting 100 million careers and 1 million organizations and to be the world's leading full stack career development and human resource ecosystem.

What Some of Our Interviewers Love About You

"Andrew is intelligent and articulate and came across as someone with a strong sense of ownership, demonstrating many instances of going above and beyond. He has also demonstrated an ability to balance legal perspectives with pragmatic, real-world business problems."

- Puay Lim, Commercial Director

"Andrew is clearly a self-starter who strives to get things done. His strong litigation experience enables him to think about solutions first while balancing business strategy and risks. He has also demonstrated a strong sense of ownership which will be very valuable to Glints going forward."

- William Chong, Finance Director

We are pleased to offer you the role of **Legal Counsel** in the **Finance** team. You will be reporting directly to **Finance Director, William Chong**.

Your key responsibilities are as follows:

- Be an advisor for the business for a broad range of commercial, technology, and regulatory matters;
- Provide day-to-day input on a wide range of business and legal questions, and work with key stakeholders to address policy-related matters and to ensure compliance with existing and new regulations;
- Resolve legal issues that arise in commercial relationships;
- Oversee and develop strategies to tackle legal issues creatively and efficiently while taking into consideration our business goals;
- Be a key contributor in building processes that address and mitigate business risks.

COMPENSATION

Your projected **First Year Annual Compensation** package is **S\$167,500- S\$230,000**, based on:

- **Cash:** base salary + 1 - 6 months variable performance bonus
- **Equity:** Stock options worth S\$5,000 a year on average (at current face value), based on 4-year vesting

Further details can be found below:

Base salary. Your monthly salary will be S\$12,500.

Variable Performance Bonus. You will be eligible for a variable annual performance bonus of 1-6 months, contingent on company and individual performance.

Glints Stock Options Programme (GSOP). You will be granted the option to acquire 82 shares (the "option"), at a current face value of S\$20,000.

All options issued are vested over 4 years with a 1 year cliff, with a vesting schedule of 15% (1st year) + 20% (2nd year) + 30% (3rd year) + 35% (4th year). Options shall be exercised at a strike price at S\$49.13 per share (80% discount off the Series D share price).

There is potential to earn more GSOP with high performance and tenure.

BENEFITS

Annual Leave	● 18 days for the first year, unlimited leave thereafter ● Leave can be requested after probation is completed
Health & Medical	● Health Insurance: Inpatient and outpatient coverage (by Prudential) ○ Coverage for team members only ○ For full-time Glintstars who have passed probation
Learning & Development	● Glints ExpertClass: Access to free and/or discounted classes ● L&D Subsidy: Claim up to S\$300/calendar year with a 20% co-pay ○ Pro-rated for those in first year of service ○ For full-time Glintstars who have passed probation
Team Bonding	● Claim up to S\$25/team lunch, twice a month
Productivity	● Laptop Maintenance: Claim up to S\$150/calendar year ○ For full-time Glintstars who have passed probation ○ Glints adopts a Bring-Your-Own-Device policy
Glints Stock Options Programme (GSOP)	● For Evergreen team members: ○ End of second year: 1.5 months' salary for two years of service

- From third year onwards: 1.5 months' salary annually
- Vesting schedule of 15-20-30-35% over 4 years
- For High-performers (based on final year-end performance rating):
 - Exceeds Expectations (EE) rating: 3 months' salary
 - Sets New Standards (SNS) rating: 6 months' salary
 - Vesting schedule of 15-20-30-35% over 4 years

BASICS

Probation Period	3 months
Notice Period	Notice of resignation must be given: ● 2 (two) weeks prior to the last day of work (during probation) ● 2 (two) months prior to the last day of work (post-probation)
Expected Start Date	November 1, 2022
Offer Valid Till	October 10, 2022

MORE ABOUT THE OFFER

Don't accept this job offer if:

- You are looking for a regular cushy job, because we've got big goals to achieve!
- You are not sure about the role - we believe in [Hell Yes or No!](#)
- You are not ready to learn and adapt constantly, because a startup environment is fast changing

Join us if:

- You believe in our vision and culture (bit.ly/glintsculture)
- You are ready to do your life's best work yet
- You are ready to learn and grow constantly

Questions? Just ping your hiring manager for a chat, we will be able to help.

Let's Realize Human Potential.

At Glints, we are building the #1 tech-enabled recruitment and career discovery platform in Southeast Asia that helps people and organizations realize their human potential.

We have impacted many lives but there's still plenty to be done. If you're ready to grow and make an impact, you've come to the right place.

What is Glints?

Glints is the leading talent ecosystem in Southeast Asia, with an enduring purpose of contributing to a world where people and organizations can realize their human potential.

Today, Glints is the most well-funded and well-capitalized startup in the talent recruitment space in Southeast Asia, with over US\$80M in total investments raised till date.

Our tech-enabled approach to recruitment and career discovery connects more than 3 million candidates to their next dream opportunities. We have also supported more than 50,000 companies in finding top talent and doubling recruitment efficiency.

Our agility and firm hold on our core purpose and values have allowed us to remain resilient and thrive through tumultuous times.

In 2020, we were recognized by LinkedIn as one of the Top 10 Startups in Singapore. In 2022, we were featured in the top 20 of Nikkei-FT-Statista High-Growth Companies Asia-Pacific 2021 list. Moreover, we were also featured in the top 10 fastest-growing companies in Singapore by The Straits Times.

Where we work

Since Glints was officially launched in Singapore in 2015, we've rapidly grown our footprint across Greater Southeast Asia to operate in Indonesia, Singapore, Vietnam, Taiwan, Malaysia and Philippines.

Who We Are

At Glints, personal and professional growth are just as important as business growth. That's why we created the Glints Culture Code: **#RIIBCOH**. It defines our values, guides our decisions and actions, and is what makes us special.

#RIIBCOH:

1. **Relentlessly Resourceful:** Whatever it takes, just make it happen (ethically)
2. **Integrity:** Have courage, be guided by the truth, don't be afraid
3. **Impact:** Missionaries, not mercenaries
4. **Beginners' Mindset:** Stay humble, don't be attached to ego
5. **Customer Obsessed:** Customers First
6. **Ownership:** Care intensely about the mission and take responsibility
7. **High Standards:** Dream big and deliver epic outcomes fast

Learn more about [Glints and our culture](#).

Dated **October 4, 2022**

Between

GLINTS PTE. LTD.

And

Andrew Tan

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “**Agreement**”) is made on November 1, 2022 (“**Execution Date**”)

BETWEEN:-

- (1) **GLINTS PTE. LTD.** (company registration no.: 201323539H), a company incorporated in Singapore with its registered address at 77 Ayer Rajah Crescent, #03-23, Singapore 139954 (the “**Company**”); and
- (2) **Andrew Tan**, email address: **andrewtanjianming@gmail.com**, residential address: (the “**Employee**”)

(collectively the “**Parties**” and each a “**Party**”).

WHEREBY IT IS AGREED AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Affiliates**” : in relation to the Employee means Immediate Family of the Employee and any company, directly or indirectly, controlled by the Employee and in relation to the Company means a company directly or indirectly controlled by, directly or indirectly controlling, or under direct or indirect common control with the Company. For purposes of this definition, “**control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the company, through the ownership of securities representing a majority of the voting power of such company or otherwise;

“**Cause**” : shall mean, any one or more of the following:

- (a) an act of fraud committed by the Employee, as determined by an independent third party appointed by the board of the Company and after following the principles of natural justice, with respect to any Group Company;
- (b) the Employee being charged for any offense involving moral turpitude, deceit, dishonesty or fraud. For this purpose, “**charge**” means the framing of charges by a court of competent jurisdiction, and shall not include a mere allegation, complaint or the filing of a first information report;
- (c) gross negligence or wilful misconduct of the Employee, as reasonably determined by an independent third party appointed by the board of the Company and after following the principles of natural justice, in connection with the performance of the Employee's duties to the relevant Group Company;

	(d)	breach by the Employee of Clauses 10 to 14 and 17 or material terms of the relevant Group Company's policies or other documents or directions of any Group Company, or of the terms hereof, as reasonably determined by the board of the Company and after following the principles of natural justice; or
	(e)	the Employee being declared insolvent under any applicable law;
"Employment"	:	has the meaning ascribed to it in Clause 2;
["Garden Leave"	:	has the meaning ascribed to it in Clause 15A;]
"Group Companies"	:	means the Company and its subsidiaries and "Group Company" refers to each and any of them;
"Hospitalization Leave"	Sick :	has the meaning ascribed to it in Clause 8.2(b);
"Immediate Family"	:	means the spouse, child, adopted child, stepchild, sibling or parent of the Employee;
"Non-hospitalisation Sick Leave"	:	has the meaning ascribed to it in Clause 8.2(a);
"Position of Conflict"	:	has the meaning ascribed to it in Clause 11.2;
"Relevant Capacity"	:	means for his own account or for that of any person (other than any Group Company) and whether through the medium of any company controlled by him or as principal, partner, director, employee, consultant or agent;
"Relevant Personnel"	:	means any person who is employed at a managerial or senior level by any Group Company at the time of termination of employment of the Employee;
"Relevant Territories"	:	means Singapore, and such other countries in which the Group Companies are currently operating in or will operate in;
"SIAC Rules"	:	has the meaning ascribed to it in Clause 19.2(a); and
"Surviving Clauses"	:	means Clauses 9, 10, 11 to 14, 15, 17 and 18 and any other provision expressed to survive the termination of this Agreement or which by its nature or context is contemplated to survive the termination of this Agreement.

- 1.2. Other terms, if not defined above, have the same meaning as used in the Company's Constitution.
- 1.3. Except where the context otherwise requires, words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated, any state or any agency thereof and any other entity.

- 1.4. Headings, marginal sidenotes, and graphic art are for ease of reference only and have no legal effect.
- 1.5. Reference to Clauses are to the clauses of this Agreement and references to this Agreement includes any amendments or supplements thereto.
- 1.6. Except where the context otherwise requires, references to any person include its successors and permitted assignees.
- 1.7. References in this Agreement to a time of day are to Singapore time.
- 1.8. Any document expressed to be in the “**approved form**” means a document in the form or substantially in the form approved by (and signed for identification by or on behalf of) the Parties.
- 1.9. Except where the context otherwise requires, Clauses which refer to the “**Company**” shall apply *mutatis mutandis* to subsidiaries or successors of the Company which may from time to time be established.

2. APPOINTMENT

The Company hereby hires the Employee as **Legal Counsel** (the “**Employment**”).

3. COMMENCEMENT DATE AND DURATION

The Employment shall commence on the Execution Date and shall remain in full force and effect until it is terminated in accordance with the terms of this Agreement.

3A. PROBATION

- 3A.1. The Employee shall serve a three (3) months probation period starting from the commencement date set out in Clause 3 above.
- 3A.2. The Company may extend or shorten the probation period at its sole discretion. The Employee’s performance and suitability for continued employment shall be reviewed at the end of the probation period and if deemed satisfactory and the Company finds the Employee suitable for continued employment, the Company will provide written confirmation of the Employee’s Employment.
- 3A.3. During the probation period, Clause 14.1 shall not apply and the following provisions shall govern instead:
 - (a) Either Party may terminate this agreement by giving 2 weeks notice in writing or payment in lieu subject to any minimum notice period as may be prescribed by law. For the avoidance of doubt, neither Party shall be required to give any reason for the termination.
 - (b) The Company may terminate this Agreement without notice for Cause subject to any other requirements as may be prescribed by law.
 - (c) Upon the expiry of the probation period and if the Employment has not been confirmed or this Agreement has not been terminated in accordance with the terms contained herein, the probation period shall be automatically extended until either the Employment is confirmed or this Agreement is terminated.

4. EMPLOYMENT ARRANGEMENT

- 4.1. The Employee's working arrangement shall be as follows:
10:00 am to 7.00 pm Monday to Friday with a one-hour lunch break

The Employee shall, however, exercise flexibility and judgment around work arrangements to achieve work outcomes in the most productive manner.

- 4.2. The Employee agrees to work additional hours as may be required by the Company. In such an event, the Employee shall not be entitled to extra remuneration or overtime salary, but subject always to applicable law

5. DUTIES AND RESPONSIBILITIES

- 5.1. The Employee shall be responsible for the performance of such duties and functions as are commensurate with his position and the Employee shall faithfully and diligently carry out such other duties and functions as may be assigned to him and obey all reasonable and lawful directions given to him by the Company.
- 5.2. The Employee shall abide by all the Company's policies, procedures, rules, and regulations as the Company may circulate from time to time.
- 5.3. The Employee shall devote the whole of his time, attention, and skill to the duties of his office. While in the employment of the Company, the Employee shall not from time to time or at any time engage, whether directly or indirectly and whether with or without reward, in any other work or business without first making full disclosure thereof and obtaining the prior consent of the Company. In the event any such consent is so given, the Employee shall nonetheless perform and observe and continue to perform and observe any and all of his obligations, restrictions, covenants, undertakings and agreements under this Agreement.

6. REMUNERATION

6.1. *Salary*

The Employee shall be paid a salary of **S\$12,500** per month in arrears at the end of each calendar month, which shall be prorated for the Employee's first and final months of employment.

6.2. *Bonus*

Any bonus paid will be at the sole and absolute discretion of the Company and will be contingent upon the Company's overall performance and the Employee's performance as determined by the Company, and the Employee remaining employed by the Company on the date any such bonus is paid.

6.3. *Deductions and Withholdings*

- (a) The salary in Clause 6.1 is before any applicable statutory deductions [(eg for central provident fund contributions, if applicable)].
- (b) The Company reserves the right to withhold all or any part of the Employee's base remuneration (including any bonus, or other sum due to him from the Company) towards the payment of any and all income tax and other taxes which the Employee is liable to pay to the appropriate tax authorities.

7. LEAVES AND BENEFITS

7.1. *Annual Leaves*

Subject to Clause 7.4(a) below, the Employee is entitled to eighteen (18) days of paid working days leave in the first year of service (provided that the Employee has completed at least three (3) months of service, and unlimited days of paid working days leave after the first year of service.

7.2. *Sick Leaves and Hospitalization*

- (a) Maximum number of paid sick leaves without hospitalization per year is fourteen (14) days ("**Non-hospitalisation Sick Leave**"), such entitlement shall be proportioned according to the number of days for which the Employee is employed by the Company in that year. The Company shall be entitled to require the Employee to produce a medical certificate from a medical doctor at any time in relation to such absence.
- (b) Where hospitalization is necessary as certified by a medical doctor, the Employee shall be entitled to sixty (60) days of paid sick leave for each calendar year ("**Hospitalization Sick Leave**") such entitlement shall be proportioned according to the number of days for which the Employee is employed by the Company in that year. For the avoidance of doubt, the aggregate Non-Hospitalisation Sick Leave and Hospitalization Leave that the Employee is entitled in each calendar year shall not be more than sixty (60) days, such entitlement shall be proportioned according to the number of days for which the Employee is employed by the Company in that year.
- (c) The Employee is entitled to be reimbursed for medical costs in accordance with reimbursement policy as may be implemented by the Company from time to time. For the avoidance of doubt, such reimbursement policy shall be in compliance with applicable laws.
- (d) If the Employee absents himself on Non-hospitalisation Sick Leave or Hospitalization Sick Leave, but without informing the Company within forty-eight (48) hours of the commencement thereof, and where he was reasonably capable of informing the Company, he shall be deemed to have absented himself from work without the permission of the Company and without reasonable excuse for the days on which he is so absent from work.

7.3. *Other Leave Entitlements*

The Employee shall be entitled to such number of days of paid childcare, maternity and other leaves as may be set out in the Company's policies from time to time subject to applicable law.

7.4. *Company's General Terms Governing Leave Entitlements*

- (a) Leave entitlements shall be prorated to the number of days worked in the year if this Agreement is terminated before the end of a calendar year. In the event the Employee is entitled to an unlimited number of annual leaves in the relevant year, the total base number of leaves to be prorated pursuant to this Clause shall be 18 days.
- (b) Unless otherwise provided for in the Company's policies, at least five (5) working days' notice is required for application of annual leave, except in the case of emergencies, Non-hospitalisation Sick Leave, or Hospitalization Sick Leave, and shall be subject to the Company's approval provided that such approval shall not be unreasonably withheld.
- (c) Subject to the other provisions of this Clause 7.4, the full leave entitlement for a particular year may be utilized at any time during the year.

- (d) In relation to the prorating of annual leaves under Clause 7.4(a) above:
 - (i) Leave entitlements (if any) shall not accrue during any notice period.
 - (ii) All accrued annual leave entitlements (if any) shall be utilized during any notice period. Subject to the law, failure to fully utilize accrued leaves during the notice period shall result in such leave days being forfeited and the Employee shall not be entitled to any cash payments for such unutilised leaves.
 - (iii) Any excess annual leave utilized by the Employee upon termination of this Agreement shall be deducted from the Employee's final salary.
- (e) Other benefits may be implemented by the Company from time to time.
- (f) The Company reserves the right to amend any of the benefits provided by this Agreement for any reason but shall always conform to the requirements of the law.

8. GRIEVANCES

If the Employee has a grievance relating to his employment, such grievance should, in the first instance, be taken up with the board of directors of the Company.

9. NON-COMPETE AND NON-SOLICIT UNDERTAKING

9.1. During the period commencing from the Execution Date and till the later of: (a) date of termination of the employment of the Employee with the Group Companies; or (b) the Employee ceasing to hold any Securities in the Group Companies, and for a period of **eighteen (18) months** thereafter, the Employee shall not:

- (a) Engage in any activities that could be in competition, directly or indirectly, to the Business other than through the Group Companies;
- (b) Be connected as a shareholder, director, officer or employee, partner, lender, guarantor or adviser of or consultant to, or in any executive capacity with, a Person that, directly or indirectly engages or competes with the Business;
- (c) Solicit any employee of the Group Companies to leave his or her employment, induce or attempt to induce any such employee to terminate or breach his or her employment agreement with the Group Companies, or themselves hire or engage any employee of the Group Companies in any other manner; or
- (d) Solicit, cause or knowingly encourage any of the clients or suppliers of the Group Companies to cease doing business in whole or in part with the Group Companies, or solicit, cause or knowingly encourage any of the clients or suppliers of the Group Companies to do business with any other Person other than the Group Companies, or themselves deal with such clients or suppliers.

9.2. The Employee acknowledges and agrees that:

- (a) The Group Companies are engaged in a competitive market and therefore, the duration and scope of the undertakings in this Clause 9 are reasonable under the circumstances in which they have been given; and
- (b) If any provision of this Clause 9 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being extended over too great a time, too large a

geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by Law.

- 9.3. The Employee expressly waives any right to assert inadequacy of consideration as a defense to enforcement of the covenants set forth in this Clause 9.

10. CONFLICTS OF INTEREST

- 10.1. The Employee shall not place himself or allow himself to be placed in a Position of Conflict in relation to the Company. If the Employee notices that he is in a Position of Conflict (whether knowingly or unknowingly), he shall immediately declare this conflict to the Company and furnish all details concerning the conflict as the Company may request. The Employee undertakes to take all action and comply with all instructions given by the Company in relation to this Position of Conflict. The Company shall have the discretion to terminate the Employee's employment with the Company summarily on grounds of the breach of this Clause.

- 10.2. A Position of Conflict shall mean the following: -

- (a) where the Employee has an interest in any assets proposed to be acquired by, disposed of by, leased to or by or in any way dealt with by the Company and/or any of its Affiliates;
- (b) where the Employee has an interest in any business competing with or similar to the business carried on or proposed to be carried on by the Company and/or any of its Affiliates;
- (c) where the Employee has an interest in any supplier, customer, distributor or intermediary of the Company and/or any of its Affiliates;
- (d) where the Employee has an interest in any contract or arrangement, whether proposed or subsisting, that the Company and/or any of its Affiliates will enter or has entered into, whether or not such contract or arrangement is significant in relation to the business of the Company and/or of its Affiliates;
- (e) permitting the Employee's name to be used in connection with the activities of any other company, business or entity whose products or services are similar in function or capability, or otherwise competitive, to the products or services sold or licensed by the Company or any of its Affiliates; or
- (f) where any sum or benefit is paid or payable to the Employee in cash (by way of commission or otherwise) or in any other form (e.g. shares) in order to induce the Employee to take or omit to take certain action in the course of his employment with the Company.

- 10.3. The interest of the Employee includes : -

- (a) a direct or indirect interest; and
- (b) an interest of his Affiliates.

- 10.4. Notwithstanding any other provisions herein, the Employee may seek the Company's consent prior to placing himself in a Position of Conflict and there shall be no breach of this Clause if such prior consent is obtained in writing.

- 10.5. The Employee acknowledges that it is not possible to formulate provisions in such detail as to cover all the various circumstances which may arise in which he would be considered to be in a

Position of Conflict with the Company and/or any of its Affiliates. As a general principle, the Employee should at all times act honestly in the discharge of his duties to the Company and he should not make improper use of any information acquired by virtue of his position as an officer or employee of the Company to gain directly or indirectly an advantage for himself or for any other person or to cause any detriment to the Company and/or any of its Affiliates. Accordingly, he should be aware that the spirit as well as the precise wording of this Clause should be observed.

11. CONFIDENTIAL/PROPRIETARY INFORMATION

The Employee agrees to be bound by the Confidential/Proprietary Information provisions as set out in Schedule A of this Agreement.

12. INNOVATIONS

The Employee agrees to be bound by the Innovations provisions as set out in Schedule B of this Agreement.

13. PERSONAL DATA

The Employee agrees to be bound by the Personal Data provisions as set out in Schedule C of this Agreement

14. TERMINATION

14.1. *Termination with Notice (General)*

Each Party may terminate this Agreement at any time by giving the other party **2 (two) months** notice or salary in lieu of notice (the “**Notice Period**”). For the avoidance of doubt, neither Party shall be required to give any reason for the termination.

14.2. *Termination without Notice*

Notwithstanding the other provisions of this Agreement, the Company shall be entitled to summarily terminate this Agreement forthwith without notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to the Employee's continuing obligations as set out in this Agreement) for Cause.

14.3. *Return of Property Upon Termination*

At any time upon the Company's request, and when this Agreement is terminated, the Employee shall return all materials (including, without limitation, documents, drawings, papers or any storage media) containing or disclosing any Confidential/Proprietary Information (as defined in paragraph 1 of Schedule A below) (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants or similar items or devices that the Company has provided to the Employee. The Employee shall provide the Company with a written certification of the Employee's compliance with his obligations under this Clause.

15. FURTHER RESTRICTIONS AFTER EMPLOYMENT

15.1. The Employee shall not, at any time after the cessation of his employment with the Company either on his own account or on behalf of any other person, firm or company directly or indirectly

represent himself as being in any way connected with or interested in the business of any Group Company.

- 15.2. In the event that the Employee performs services for, or is employed by, any other person or entity following the termination of the Employee's employment (for any reason whatsoever) with the Company and while the Employee's obligations under this Agreement remain in effect, the Employee agrees to notify, and consent to the notification by the Company of, such person or entity of the Employee's rights and obligations under this Agreement.

16. REPRESENTATIONS AND WARRANTIES

16.1. *No Conflict*

The Employee warrants that his performance of the duties and obligations under this Agreement will not conflict with or violate any agreement, court order, obligation or other restriction to which the Employee is a party or is subject to.

16.2. *Former Employer's Property*

The Employee represents and warrants to the Company that the Employee has not brought, will not bring, and will not use in the performance of the Employee's duties with the Company or induce the Company to use, any inventions or proprietary or confidential information of a former employer without that employer's written consent.

16A. GARDEN LEAVE

- 16A.1. At any time after either Party has given notice of termination to the other Party in accordance with the terms of this Agreement, the Company may require, during the notice period or any part or parts of the notice period, the Employee not to enter or attend the premises of any Group Company ("**Garden Leave**"), and during any period of Garden Leave the Employee must not do any of the following:

- (a) undertake any work for any third party whether paid or unpaid and whether as an employee or otherwise;
- (b) have any contact or communication with any client, customer, or supplier of any Group Company; or
- (c) have any contact or communication with any employee, officer, director, agent, or consultant of any Group Company.

- 15A.2. During any period of Garden Leave, the Employee shall keep the Company informed of his whereabouts so that the Employee can be contacted if the need arises for the Employee to perform any duties under this Agreement.

- 15A.3. During any period of Garden Leave, the Employee shall remain an employee of the Company. The Employee shall continue to be paid salary during any period of Garden Leave in the usual way.

17. GENERAL

17.1. *Acknowledgement & Confirmation*

- (a) Parties acknowledge and agree that the restrictions set forth in this Agreement are critical and necessary to protect the Company's legitimate business interests, are reasonably drawn to this end with respect to duration, scope, and otherwise, are not unduly burdensome, are not injurious to the public interest, and are supported by adequate consideration.

17.2. *No Disparagement*

During the Employee's employment with the Company and after the termination thereof, the Employee will not disparage the Company, its products, services, agents or employees.

17.3. *Indemnity*

The Employee shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any loss of profit and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of this Agreement by the Employee.

17.4. *Assignment*

Except as provided for in this Agreement, neither this Agreement nor any right or interest hereunder shall be assignable by either Party hereto or its respective permitted successors or assigns without the prior written consent of the other Party, and any such purported assignment shall be null, void and of no effect; provided, however, that nothing in this Clause 17.4 shall preclude the Employee from designating a beneficiary to receive any amount payable hereunder upon his death or incapacity.

17.5. *Undertaking with Affiliates*

The Employee agrees that he will at the request and cost of the Company enter into a direct agreement or undertaking with any Affiliates of the Company whereby he will accept restrictions and provisions corresponding to the restrictions (no greater or stringent than as provided under this Agreement) and provisions contained in this Agreement (or such of them as may be appropriate in the circumstances) as such Affiliates of the Company may reasonably require for the protection of its legitimate interest during the course of the Employee's employment with the Company. There shall be no obligation on the Employee under any other agreement for any further duration than the term contemplated herein, save for those that exists post the termination of this Agreement.

17.6. *Successors and Assigns*

This Agreement shall be binding upon the Employee's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its Affiliates, its successors, and its assigns.

17.7. *Damages Not Adequate Remedy*

The Employee agrees that any breach or threatened breach of this Agreement would injure the Company irreparably and in a way that could not be adequately compensated with damages and the Company shall have the right, in addition to any other remedies to which it may be entitled at law or equity, to obtain an injunction and other equitable relief restraining any further violation or threatened violation of this Agreement, without the necessity of showing actual damage and without any bond or other security being required. The Employee shall reimburse the Company for all reasonable expenses, including attorneys' fees and costs, incurred by the Company in enforcing its rights under this Agreement or as a result of the Employee's breach of the terms of this Agreement.

17.8. *Notice*

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
 - (i) by personal delivery, when actually delivered;
 - (ii) by overnight courier, upon written verification of receipt;
 - (iii) by email or via other electronic communication platform, on the date of delivery;
or
 - (iv) by certified or registered mail, return receipt requested, upon verification of receipt.
- (b) Notices to the Employee shall be sent to any address in the Company's records or such other address as the Employee may provide in writing. Notices to the Company shall be sent to the Company's principal office or to such other address as the Company may specify in writing.

17.9. *Modification or Amendment*

Except as provided for in this Agreement, no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any other provisions hereof (whether or not similar) shall be binding unless executed in writing by the Party waiving compliance with such provisions nor shall such waiver constitute a continuing waiver. In the event of any variation of the remuneration payable to the Employee hereunder being made by consent of the Parties such variation shall not constitute a new agreement but (subject to any express agreement to the contrary) the employment of the Employee hereunder shall continue subject in all respects to the terms and conditions of this Agreement with such variation as aforesaid.

17.10. *Entire Agreement and Supersession*

This Agreement and any agreement referred to herein contain the entire agreement between the Parties with respect to the matters referred to herein and supersedes any and all prior understandings, agreements or correspondence between the Parties in relation to the same. There are no promises, agreements, conditions, understandings, inducements, warranties or representations, written or oral, express or implied between the Company and Employee other than as herein expressly set forth. Parties further agree that all existing employment agreements or other similar contracts between the Employee and any Group Company is hereby terminated and superseded by this Agreement.

17.11. *Surviving Clauses*

The Surviving Clauses shall survive the termination of this Agreement and continue to be binding upon the Parties.

17.12. *Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which shall constitute one and the same Agreement.

17.13. *Waiver*

No failure on the part of any party to exercise, and no delay in exercising any right under this Agreement will operate as a waiver thereof. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17.14. *Severability*

- (a) If any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- (b) If any one or more of the provisions of this Agreement shall be held to be void but would be valid if deleted in part or reduced in application, such restriction shall apply with such deletion or modification only to the extent necessary to make it valid and enforceable.

17.15. *Independent Counsel*

The Employee acknowledges that, in executing this Agreement, the Employee has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

17.16. *Contracts (Rights Of Third Parties) Act Chapter 53B*

Save that this Agreement may be enforced by the Company's Affiliates, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act to enforce this Agreement or any of its terms.

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1. This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, the Laws of Singapore without having regard to the conflict of laws provisions thereunder.
- 18.2. All disputes, differences or claims arising out of or in connection with this Agreement during its subsistence or thereafter, including any question regarding its existence, validity, construction, performance, termination, or alleged breach shall be resolved by binding arbitration by the Singapore International Arbitration Center. In the event of such arbitration:
 - (a) The arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Center ("**SIAC Rules**"), in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
 - (b) All proceedings of the arbitration shall be in the English language. The seat of arbitration shall be Singapore. The venue for conducting the arbitration proceedings or the purpose of convenience only shall be Singapore;
 - (c) All proceedings shall be conducted before a panel of three (3) arbitrators to be appointed in accordance with the SIAC Rules; and
 - (d) Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.

- 18.3. Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Clause 18.

[Remainder of Page Intentionally Left Blank]

SCHEDULE A
CONFIDENTIAL/PROPRIETARY INFORMATION

1. **"Confidential/Proprietary Information"** means any information which may be imparted in confidence or be of a confidential or proprietary nature relating to the business or prospective business or internal affairs of any Group Company and in particular all information relating to the marketing or sales or any products or services of any Group Company (including lists of customers' and suppliers' names, addresses and contacts, sales targets and statistics, market share and pricing statistics, marketing surveys, research and reports, incentive arrangements, current and future promotions, new product ranges, service and product information, contractual arrangements with customers and advertising and promotional material), information related to Innovations (as defined in paragraph 1 of Schedule B below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, formulas, development or experimental work, know-how, trade secrets, unpublished information relating to the intellectual property of any Group Company and any other commercial, financial or technical information relating to the business of any Group Company or to any customer or supplier, officer or employee of any Group Company or to any member or person interested in the share capital of the Company, which may have been made known to the Employee by any Group Company, third party or otherwise that the Employee may learn during his employment with the Company and includes any information the Company has received from others that the Company is obligated to treat as confidential or proprietary.
2. The Employee shall not, either during employment with the Company (other than in the course of the Employee's duties hereunder) or after the Employee's employment has ended for any reason whatsoever: -
 - (a) directly or indirectly publish, disseminate, or contribute to the publication or dissemination (as author or "**source**"), in any book, periodical or other medium, of any information regarding any Group Company or the Employee's experiences with any Group Company, provided that nothing in this Schedule or Agreement precludes the Employee from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process;
 - (b) reveal, disclose or otherwise make available to any person any Company password or key, whether or not the password or key is assigned to the Employee or obtain, possess or use in any manner a Company password or key that is not assigned to the Employee;
 - (c) use, disclose or communicate to any person any Confidential/Proprietary Information which the Employee shall have come to know or have received or obtained at any time (before or after the date of this Agreement) by reason of or in connection with the Employee's employment with the Company; or
 - (d) copy or reproduce in any form or by or on any media or device or allow others access to or to copy or reproduce recorded information whether or not in documentary form containing or referring to Confidential/Proprietary Information.
3. The Employee shall use his best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software, or related technical documentation that the Company issues to the Employee, and the Employee will not input, load, or otherwise attempt any unauthorized use of software in any Company computer, whether or not such computer is assigned to the Employee.
4. All documents containing or referring to Confidential/Proprietary Information at any time in the Employee's control, or possession are and shall at all times remain the absolute property of the Company and the Employee undertakes, both during the employment with the Company and afterwards: -

- (a) to exercise due care and diligence to avoid any unauthorized publication, disclosure or use of Confidential / Proprietary Information and any documents containing or referring to it;
 - (b) if requested by the Company, to deliver up any Confidential / Proprietary Information (including all copies of all documents whether or not lawfully made or obtained) or to delete Confidential/Proprietary Information from any re-usable medium; and
 - (c) to do such things and sign such documents that the Company considers to be reasonably necessary to give effect to this Schedule A and/or to provide evidence that the Employee has complied with this Schedule A.
5. The restrictions in this Schedule A:-
- (a) will not restrict the Employee from disclosing (but only to the proper recipient) any Confidential/Proprietary Information which the Employee is required to disclose by law or any order of court or any relevant regulatory body provided that the Employee shall, to the extent practicable, have given prior written notice to the Company of the requirement and of the information to be disclosed; and
 - (b) will not apply to Confidential/Proprietary Information which is or which comes into the public domain otherwise than as a result of an unauthorized disclosure by the Employee or any other person who owes the Company an obligation of confidentiality in relation to the information disclosed.
6. The Employee agrees that the restrictions set out in this Schedule A are without prejudice to any other duties of confidentiality owed to the Company whether expressed or implied and are to survive the termination of the Employee's employment with the Company.
7. If the Employee has any questions as to whether information constitutes Confidential/Proprietary Information, or to whom, if anyone, inside the Company, any Confidential/Proprietary Information may be disclosed, the Employee will consult the board of directors of the Company.
8. The Employee's obligation under this Schedule A is without prejudice to other prevailing obligations applicable to the Employee under the Computer Misuse Act (Cap 50A) of Singapore or any other applicable legislations, regulations, notices, guidelines or codes of conduct.
9. The Employee acknowledges and agrees that the nature of the confidential, proprietary and trade secret information to which the Employee has access to during his employment with the Company derives value from the fact that it is not generally known and used by him/her in the highly competitive industry in which Group Companies operate.
10. The Employee will not (a) breach any agreement to keep in confidence any confidential or Confidential/Proprietary Information, knowledge or data acquired by the Employee prior to the Employee's employment with the Company or (b) disclose to the Company, or use or induce the Company to use, any Confidential/Proprietary Information or material belonging to any previous employer or any other third party.

[End of Schedule]

SCHEDULE B INNOVATIONS

1. **"Innovations"** means all discoveries, designs, developments, improvements, inventions (whether or not protectable under the law), works of authorship, work product, information fixed in any tangible medium of expression (whether or not protectable under the law), trade secrets, know-how, ideas (whether or not protectable under the law), mask works, trademarks, service marks, trade names and trade dress, including all versions, modifications, enhancements and derivative works thereof.
2. The Employee will promptly disclose and describe to the Company any Innovations that the Employee, solely or jointly with others, conceive, reduce to practice, create, derive, develop, or make in the course of, in connection with, or as a result of the Employee's employment with the Company (the **"Company Innovations"**). All Company Innovations are the sole and exclusive property of the Company. The Employee hereby irrevocably assigns and conveys to the Company, and the Company hereby accepts, all the Employee's rights, titles, and interests in and to any and all Company Innovations and all intellectual property rights arising therein or thereto. The Employee acknowledges and agrees that the compensation received by the Employee for employment or services provided to the Company is adequate consideration for the foregoing assignment and conveyance of rights. In addition, the Employee also acknowledges and agrees that all works of authorship, in any format or medium, and whether published or unpublished, included in the Company Innovations are and shall be considered a "work made for hire" under applicable laws relating to copyright with the Company being the person for whom such work was performed. To the extent any such works of authorship are not deemed to be works made for hire, the Employee hereby waives any "moral rights" in such works. To the extent any of the rights, title and interest in and to the Company Innovations that cannot be assigned by the Employee to the Company, the Employee hereby grants to the Company an exclusive, assignable, royalty-free, transferable, irrevocable, perpetual, non-terminable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice and exploit such non-assignable rights, title and interest for any and all uses and purposes. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by the Employee to the Company, the Employee hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against the Company or any of the Company's successors in interest, customers, agents or other persons acting by or through the Company. This Schedule B shall not apply to any Innovations that (a) do not relate, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation, to the Company's business or actual or demonstrably anticipated research, development or business; and (b) were developed entirely on the Employee's own time; and (c) were developed without use of any of the Company's equipment, supplies, facilities or Confidential/Proprietary Information or intellectual property; and (d) did not result from any work the Employee performed for the Company.
3. The Employee will disclose promptly in writing to the Company all Innovations conceived, reduced to practice, created, derived, developed, or made by the Employee during the term of the Employee's employment with the Company and for three (3) months thereafter, whether or not the Employee believes such Innovations are subject to this Schedule B, to permit a determination by the Company as to whether or not the Innovations should be considered Company Innovations. The Company will receive any such information in confidence.
4. The Employee agrees to perform, during and after the Employee's employment with the Company, all acts that the Company deems necessary or desirable to permit and assist the Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Innovations as provided to the Company under this Schedule B. If the Company is unable for any reason to secure the Employee's signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Innovations as provided under this Schedule B, the Employee hereby irrevocably designates and appoints the Company and the Company's

duly authorized officers and agents as the Employee's agents and attorneys-in-fact to act for and on the Employee's behalf and instead of the Employee to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by the Employee. The foregoing is deemed a power coupled with an interest and is irrevocable.

[End of Schedule]

SCHEDULE C
PERSONAL DATA

1. The Employee shall comply with the obligations under the Personal Data Protection Act 2012 as applicable. Notwithstanding the generality of the foregoing, the Employee agrees to the Employee's personal data being collected, used, and disclosed by the Company for the purposes of:
 - (a) processing, administering, managing and/or terminating the Employee's employment with the Company and such ancillary matters relating to the Employment;
 - (b) facilitating communication with the Employee or the Employee's nominated contacts in case of any emergencies;
 - (c) managing the Company's infrastructure and operations, including disclosure and processing necessary for the Company to conduct its activities, including but not limited to responding to third party requests pursuant to contractual requirement and engaging of outsourcing companies;
 - (d) maintaining workplace safety and the security of persons and property (including the use of CCTVs), as well as investigating any alleged or actual fraud, misconduct or unlawful conduct within the Company;
 - (e) carrying out due diligence or other monitoring or screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by the Company;
 - (f) complying with legal or regulatory obligations or the Company's policies and procedures (including regulatory reporting in accordance with statutory obligations that may be required by law), as well as responding to requests for information from Ministries, public agencies, statutory boards or other similar authorities from time to time;
 - (g) responding to legal process, pursuing legal rights and remedies, defending litigation and managing complaints or claims;
 - (h) storage, hosting, back-up and disaster recovery;
 - (i) carrying out and performing the Company's obligations in its contracts with current/potential partners and/or other third parties, which may require the exchange of personal information of staff with such counter-parties;
 - (j) administrative purposes including, without limitation, processing, facilitating and making arrangements for business travels, and managing and administering the security control and access rights to the Company's premises;
 - (k) managing, facilitating and administering activities that are conducted or offered by the Company and/or external entities;
 - (l) taking of photographs and/or videos (whether by the Company's staff or third party's photographers and/or videographers) during events or seminars organized by the Company or its Affiliates for publicity purposes (including the Company's publicity and communications materials); and
 - (m) disclosing and transferring data to any third party service providers, agencies (which may be sited out of Singapore) that provides administrative, data processing, computer or other services to the Company.

2. The Employee understands and acknowledges that the Employee's personal data will/may be disclosed by the Company to third party service providers or agents (whether in Singapore or elsewhere in the world where such service providers are sited) for one or more of the abovementioned purposes, as such the third party service providers or agents, if engaged by the Company, would be processing the Employee's personal data for the Company, for one or more of the abovementioned purposes.
3. The Employee further understands and acknowledges that the Company may retain the Employee's personal data upon termination of the Employment for any residual activities (e.g., for record keeping purposes, allowing the Company to fulfill any of its contractual or statutory obligations etc).
4. The Employee consents to the collection, use and disclosure of the Employee's personal data for the above purposes and the Employee will ensure that the Employee's personal data is correct and true by keeping the Employee's personal information as declared by the Employee to the Company up to date at all times.
5. The Employee further declares and warrants the following:
 - (a) that for any personal data of any other individuals disclosed by the Employee in connection with processing, administering, managing and/or terminating the Employment and ancillary matters relating to the Employee's general well-being and welfare, prior to disclosing such individuals' personal data to the Company, the Employee has obtained the appropriate consent from the individuals whose personal data are being disclosed, to permit the Company to collect, use and disclose such personal data for the purposes related thereto;
 - (b) that the personal data of the other individuals above that the Employee will be or is disclosing to the Company are accurate. Further, the Employee shall give the Company notice in writing as soon as reasonably practicable should the Employee be aware that any such personal data has been updated and/or changed after such disclosure, or that any individual above has withdrawn such consent mentioned in paragraph 5(a) of this Schedule C above; and
 - (c) that for any data that the Employee collects or has access to in the course of the Employment, the Employee would use and disclose the information in compliance with the obligations under the Personal Data Protection Act 2012 and other confidentiality requirements imposed on the Employee.

[End of Schedule]

THIS AGREEMENT has been executed under hand on the date appearing at the beginning of this Agreement.

Company

SIGNED AND DELIVERED BY

William Chong

For and on behalf of

GLINTS PTE. LTD.

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THIS AGREEMENT has been executed under hand on the date appearing at the beginning of this Agreement.

Employee

SIGNED AND DELIVERED BY
Andrew Tan

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