

16 January 2023

PRIVATE & CONFIDENTIAL

Reuben Tan Jing En
308 Canberra Road,
#16-107, S750308

Dear Reuben,

LETTER OF APPOINTMENT

NODEFLAIR PTE. LTD. ("NodeFlair") is pleased to offer you the position of **Associate Consultant** on the following terms:

1. Commencement of Employment

- 1.1** Your employment will commence on **30 January 2023** and shall continue until terminated in accordance with the terms of this letter.
- 1.2** This offer of employment by NodeFlair is subject to:
 - 1.2.1** satisfactory verification of all information submitted by you to NodeFlair;
 - 1.2.2** the necessary approvals being obtained from the relevant government authorities including, where necessary, the issue of a valid Employment Pass (or other such document by the Ministry of Manpower for the duration of your employment;
 - 1.2.3** the receipt of satisfactory employment references, if required by NodeFlair; and
 - 1.2.4** NodeFlair receiving an invention assignment and confidentiality agreement in a form prescribed by NodeFlair which has been validly entered into and executed by you (the "**Confidentiality Agreement**").
- 1.3** In the event that any of the conditions listed under Clause 1.2 are not fulfilled, NodeFlair may by written notice to you immediately withdraw this offer of employment without any liability to you, or if you have commenced employment with NodeFlair, NodeFlair may terminate your employment forthwith.
- 1.4** You represent, warrant and confirm:-
 - 1.4.1** that all information provided by you during your recruitment process including but not limited to the information provided in your employment application and/or during any interview is true and accurate. You acknowledge that NodeFlair is entitled to rely on such information being true and accurate for the duration of your employment with NodeFlair; and



- 1.4.2** that by entering into this agreement with NodeFlair you will not be in breach of any valid agreement, contract or arrangement with any other party (including but not limited to any restrictive covenant arising out of employment with any former employer) which either (i) prevents you from entering into employment with or lawfully fulfilling your employment obligations to NodeFlair in accordance with the terms of this letter or (ii) which may subject the NodeFlair, its subsidiaries and/or affiliated entities, whether individually or collectively, (the “**Group**”) to liability. You agree to indemnify the Group from any liability including, but not limited to legal fees, incurred by the Group as a result of your breach of any such agreement, contract or arrangement.

2. Hours and Place of Work

- 2.1** The normal working hours of NodeFlair are Monday to Friday, 9.30am to 6.30pm.
- 2.2** You are not entitled to stay on NodeFlair’s premises if you wish to voluntarily work past the normal working hours. You will not be entitled to any further remuneration for doing so.
- 2.3** As a start-up, NodeFlair operates in a highly competitive environment and its viability and growth is predicated on its ability to move quickly and adapt to changes in the market. While its managers and team leaders always seek to ensure that work targets are reasonable, at times, they may get swept away by the pace of developments. If you ever feel unable to cope with the work that is given to you, or otherwise have any objections to the tasks allocated to you, you have to let your reporting officer know. NodeFlair is always appreciative of the hard-work and dedication put in by its employees.
- 2.4** Subject to Clause 3.4, your place of work shall generally be the offices of NodeFlair in Singapore. You may also from time to time, be required to travel to places within or outside Singapore by such means and on such occasions as NodeFlair may from time to time direct.

3. Duties

- 3.1** You shall assume such position(s) in NodeFlair as NodeFlair may request, and report to such persons as NodeFlair may inform you from time to time. During your employment with NodeFlair, you may be assigned to such duties as NodeFlair may from time to time consider appropriate.
- 3.2** In order to assist you in your career development and/or meet the needs of the business, NodeFlair may transfer you to a new position or alter the duties and responsibilities of your position from time to time. Any change will be effected with reasonable notice.
- 3.3** You may be required to provide your services to any member of the Group whenever NodeFlair reasonably requires and directs you to do so and may be posted to the offices of

any member of the Group to meet the needs of the business. Any posting will be effected with reasonable notice.

3.4 During your employment with NodeFlair, you must:

- 3.4.1** at all times act in NodeFlair's best interest, use all reasonable endeavours to promote and protect the interests of NodeFlair and uphold NodeFlair's culture and goals;
- 3.4.2** honestly, faithfully and diligently perform all duties assigned to you by NodeFlair from time to time in good faith and to the best of your abilities;
- 3.4.3** comply with all laws, statutes and regulations (including but not limited to any rules, regulations, codes of conduct and guidelines laid down by any relevant regulatory body);
- 3.4.4** comply with such lawful directions, policies and guidelines of NodeFlair as established and amended from time to time to be observed by NodeFlair's employees;
- 3.4.5** if you are not a citizen or permanent resident of Singapore, maintain in force the requisite visa, approvals, work pass to allow you to reside and work in Singapore;
- 3.4.6** devote yourself exclusively to the business of NodeFlair and shall personally attend thereto at all times during the usual hours of work;
- 3.4.7** not be directly or indirectly engaged, interested in or undertake in whatever capacity and whether for reward or otherwise, any employment, trade, corporate appointment (including any directorship), business, office or work whatsoever otherwise than in respect of your duties to NodeFlair except with the written consent of NodeFlair;
- 3.4.8** not at any time use your position within NodeFlair, any influence, information, knowledge that you have acquired by virtue of such position, or the assets of the Group (including but not limited to any documents) to gain any advantage for yourself or for any other person, whether directly or indirectly, save as contemplated by this agreement; and
- 3.4.9** not at any time allow yourself to be placed in a position where your personal interests might conflict with your duties and obligations in this letter, whether directly or indirectly. A direct or indirect financial interest, including joint ventures in or with a supplier, vendor, customer or prospective customer without disclosure and written approval from NodeFlair is strictly prohibited.

4. Remuneration

- 4.1** You will be paid a gross monthly remuneration of **\$3,500**. Your pay shall be paid to you once per month. On the termination or expiry of your employment, you will be remunerated on a pro-rated basis.
- 4.2** Commission structure will be detailed in the Letter of Offer - Commission.
- 4.3** All amounts payable by NodeFlair to you shall be subject to any deduction and/or withholding which NodeFlair may be entitled or required by law to make (including but not limited to any deductions which NodeFlair is entitled or required to make under the Central Provident Fund Act (Cap. 36)).
- 4.4** NodeFlair may, based on your performance, review your remuneration from time to time at its discretion.

5. Benefits

- 5.1** In addition to all gazetted Singapore public holidays, you will be entitled to **20 days** of paid annual leave ("**Annual Leave**") per year which will be pro-rated according to the number of days you are employed by NodeFlair in each calendar year.
- 5.2** You will also be entitled to the employment benefits. Any benefits which you receive (apart from those required by law) are provided by NodeFlair on a discretionary basis and NodeFlair shall be entitled to amend or vary the terms on which these benefits are provided or to withdraw them.

6. Confidentiality and Personal Data

- 6.1** You shall treat this letter as strictly confidential and shall not disclose or divulge it or its contents at any time either during or after your employment with NodeFlair unless otherwise authorised to do so by NodeFlair.
- 6.2** In respect of your handling of the personal data of customers, clients or any other persons during the course of your employment, you acknowledge and agree that you will comply with all personal data protection obligations applicable to the employees of NodeFlair pursuant to the policies, manuals and/or standard operating procedures issued by NodeFlair from time to time.
- 6.3** You agree that when any of our clients or shareholders so require, you will enter into specific written agreements with us or our clients with regard to the protection of confidential information (inclusive of personal data), solicitation of staff, acting for competitive businesses or other matters.

6.4 The provision of this Clause 6 shall survive termination of this agreement.

7. Non-Competition and Non-Solicitation

7.1 You understand and acknowledge that you are likely to obtain in the course of your employment with NodeFlair personal knowledge and influence over customers and clients of the Group, as well as strategic information and business plans of the Group, and accordingly you agree to be bound by the following restrictions:-

7.1.1 that you shall not during the course of your employment and for a period of 12 months thereafter (regardless of the basis for the cessation of your employment), carry on, whether directly or indirectly, for your own account or on behalf of another, alone or in partnership, any such business in competition with the business engaged in by the Group within the territories or markets within your responsibility, be concerned as a director in any company engaged in such business, or advise or provide consultation to any person or entity engaged in such business;

7.1.2 that you shall not during your employment and for a period of 12 months thereafter (regardless of the basis for the cessation of your Employment), on your own behalf or on behalf of anyone else, directly or indirectly:-

- i. solicit the business of or perform any services for any Client of the Group (as defined below) related to the services you performed for the Client or for the Group; and/or
- ii. attempt to induce any business partner, vendor, and/or Client of the Group (as defined below) to terminate, change, reduce an affiliation with the Group that exists at the time of cessation of your employment or to not extend such an affiliation; and

7.1.3 that you shall not, during your employment and for 12 months thereafter (regardless of the basis for the cessation of your employment), on your own behalf or on behalf of anyone else, directly or indirectly:-

- i. solicit or hire, attempt to solicit or hire, or assist any third party in soliciting or hiring, any employee of the Group, with whom you came into contact or obtained confidential information (including but not limited to their personal data as well as any information regarding their skills and abilities);
- ii. offer employment or engagement to any such employee; and/or
- iii. directly or indirectly participate in inducing any such employee of the Group to leave their employment or to provide services to any other entity in

competition with the Group whether or not this would be a breach of contract on the part of such other employee, to the extent permitted by law.

- 7.2** For purposes of this letter, **"Client of the Group"** shall mean any actual or prospective client of the Group (i) for whom you performed services, and/or (ii) whose confidential information (inclusive of personal data) you had access to during the course of your employment.
- 7.3** The restrictions above are considered by the parties to be reasonable in all the circumstances. Nevertheless, it is agreed that if any one or more of such restrictions shall, either taken by itself/themselves or together, be adjudged to go beyond what is reasonable in all the circumstances for the protection of NodeFlair's legitimate interest, but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted, or limited in any particular manner, then the said restrictions shall apply with such deletions, restrictions, or limitations as the case may be.
- 7.4** You acknowledge that in the event that you are in breach of any of the covenants contained in this Clause, the Group may suffer irreparable injury, substantial loss of profits, and/or other related damages arising directly and indirectly from such breach. You agree to indemnify the Group from any loss, liability or damage (including but not limited to legal fees) suffered by the Group as a result of your breach of any any of the covenants contained in this Clause. Nothing herein shall in any way affect or prejudice the right of the Group to damages or other remedies against you for breach of any of the terms of this letter.
- 7.5** The provision of this Clause 7 shall survive termination of this agreement.

8. Termination of Employment

- 8.1** Without prejudice to Clause 8.2, either party may terminate your employment at any time by giving the other party 1 month's notice in writing or 1 week's notice if during probationary period, provided always that NodeFlair shall be entitled, by written notice to you, to terminate your employment immediately or by giving you such period of notice as NodeFlair considers fit, in which case NodeFlair will pay you a sum equal to your basic monthly salary in respect of the period or balance of the period of notice you would otherwise have been given.
- 8.2** Notwithstanding anything contained herein, NodeFlair shall be entitled to terminate your employment immediately and without any compensation whatsoever by giving you written notice of termination if:
- 8.2.1** you breach any provision in this letter or the Confidentiality Agreement, or any of your obligations under any company policy, procedure, or code of conduct;
 - 8.2.2** any information provided by you to NodeFlair in connection with your employment by NodeFlair is found to be false, misleading or incorrect;

- 8.2.3** you continually fail to perform your duties to a standard satisfactory to NodeFlair;
 - 8.2.4** you are convicted of any offence under any law, rule, regulation, guideline or any other statutory enactment of any country or breach any rule, regulation, code of conduct or guidelines as set forth by any relevant regulatory body other than an offence or breach which NodeFlair, in its absolute discretion, determines to be immaterial;
 - 8.2.5** you absent yourself from duty without prior approval;
 - 8.2.6** you become unable to pay your debts or make any arrangement or composition with your creditors or bankruptcy proceedings are commenced against you and not discharged within 21 days;
 - 8.2.7** you maintain a direct or indirect financial interest, including joint ventures in or with a supplier, vendor, customer or prospective customer without disclosure and written approval from NodeFlair;
 - 8.2.8** you consume alcohol or drugs prohibited by law or to a level which in NodeFlair's opinion adversely affects your ability to properly perform your duties or your standing and reputation;
 - 8.2.9** your become medically and permanently unfit for employment as ratified by a doctor of NodeFlair's choosing;
 - 8.2.10** you are determined by NodeFlair to be guilty of any form of misconduct (including but not limited to fighting, gross rudeness to clients or work colleagues, dishonesty, fraud, sexual harassment, unethical conduct and/or failure to comply with a lawful direction of your reporting officer or NodeFlair) or are negligent in the discharge of your duties hereunder;
 - 8.2.11** you fail to maintain in force any and all visa(s), approval(s) and/or work pass(es) necessary to allow you to reside and work in Singapore; and/or
 - 8.2.12** any other cause of like nature which in NodeFlair's opinion adversely affects your ability to perform your duties.
- 8.3** Upon the termination of your employment, you shall immediately return all property whatsoever belonging to or provided by NodeFlair in your possession and/or control, including but not limited to credit cards, security passes, laptops, records, files, data, equipment, documents and disks (and other means of storing or recording information) and you shall not retain or take any copies thereof without the prior written consent of NodeFlair.

- 8.4** You agree and undertake with NodeFlair that if your employment is terminated, or at the request of NodeFlair, you shall immediately resign from all offices held by you in the Group (including, without limitation, as a director of any company within the Group) without claim for compensation for loss of office and without prejudice to any claims which NodeFlair may have against you arising out of this agreement or otherwise. If you fail to do so, NodeFlair is hereby irrevocably authorised to appoint any person in your name and on your behalf to sign and deliver such resignation or resignations to NodeFlair.
- 8.5** For such termination as set out in Clause 8.2, NodeFlair shall pay you any unpaid remuneration calculated up to and including the date of such immediate termination (less any deductions as required by law). No benefits, payments, and/or entitlements including any unutilised Annual Leave shall be payable, whether on a pro-rated basis or otherwise.
- 8.6** You may not off-set any part or all of your accrued Annual Leave against the required notice period unless NodeFlair consents in writing to the same. If NodeFlair does not consent to such set-off, NodeFlair will pay you an amount equivalent to the pro-rated amount of your monthly remuneration for such unconsumed Annual Leave.
- 8.7** During any period of notice of termination or resignation, NodeFlair has the discretion to direct you not to present yourself for work, do any work, or contact any customers or clients of the Group for any period up to your date of termination or resignation.
- 8.8** The provision of this Clause 8 shall survive termination of this agreement.

9. Policies and Procedures

- 9.1** In addition to the terms in this letter, your employment shall be subject to the terms set up by NodeFlair and such other instructions, guidelines, procedures, policies and regulations which may from time to time be prescribed, introduced, varied and/or amended by NodeFlair at its discretion, and all applicable laws. In the event of a conflict between the terms set up by NodeFlair and such instructions, guidelines, procedures, policies and regulations, and the terms of this letter or the Confidentiality Agreement, the terms of this letter and/or the Confidentiality Agreement shall prevail.

10. Notices

- 10.1** Any notice required to be served to you hereunder may be served by post to your address stated above or your last known place of abode and such notice shall be deemed to have been served at the time at which the notice would be delivered in the ordinary course of post. All notices required to be served to NodeFlair shall be addressed to the address of the main office of NodeFlair.

11. Right of Third Parties

- 11.1** No person or entity other than yourself, NodeFlair and members of the Group shall have a right under the Contracts (Rights of Third Parties) Act 1999 (Cap. 53B) to enforce any provision in this letter.

12. Entire Agreement

- 12.1** This letter, the Confidentiality Agreement and the Employee Stock Option Scheme Agreement embody all the terms and conditions agreed upon between you and NodeFlair and supersedes all previous discussions, agreements, warranties, representations, an undertakings, if any, on your employment, whether written or oral, save as provided by this letter.

13. Alterations

- 13.1** You acknowledge and agree that NodeFlair may alter any term of this letter by giving you not less than 30 days' prior written notice.

14. Severability

- 14.1** If any provision of this letter shall be found invalid or unenforceable for any reason, in whole or in part, then such provision shall be deemed modified, restricted, or deleted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed deleted from this letter as the case may require, and this letter shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

15. Governing Law

- 15.1** This letter, and the relationship between you and NodeFlair, shall be governed by and construed in accordance with the laws of the Republic of Singapore and you hereby irrevocably submit to the exclusive jurisdiction of the Singapore Courts. Nothing in this letter is intended to derogate from any mandatory law passed by the Republic of Singapore including (but not limited to) the provisions of the Employment Act (Cap. 91) (where applicable).



Please confirm your agreement to the terms set out in this letter by signing and returning the duplicate of this letter to NodeFlair within 7 days of the date of this letter.

My colleagues and I look forward to you joining the NodeFlair family.

Yours sincerely

Ethan Ang
CEO

ACCEPTANCE

I have read and agree to the terms set out above in this letter and abide by the terms during my employment with NodeFlair.

Name: Reuben Tan Jing En
NRIC/Passport No.: S9625155F
Date: 01 / 16 / 2023



INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of my engagement as an employee or independent contractor with NodeFlair Pte. Ltd., a company incorporated in Singapore (the "Company"), the training, contacts and experience that I may receive in connection with such engagement, the compensation paid to me by the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

Section 1. Definitions

The following terms have the following specified meanings:

- 1.1 "Confidential Information"** means any information related to the business or other affairs of the Company or its affiliates that is not generally available to the public, and that: (a) is conceived, compiled, developed, or discovered by me whether solely or jointly with others, during the Term, or (b) is or has been received or otherwise becomes known to me in connection with my engagement. Without limiting the generality of the foregoing, Confidential Information includes information relating to Inventions and Works, trade secrets, products, services, finances, business plans, marketing plans, legal affairs, suppliers, clients, potential clients, prospects, opportunities, contracts or assets of the Company or its affiliates. Confidential Information also includes any information that has been made available to the Company by its clients or other third parties and which the Company is obligated to keep confidential.
- 1.2 "Inventions and Works"** means any composition, work of authorship, computer program, product, device, technique, know-how, algorithm, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice, that is (a) within the scope of the Company's business, research or investigations or results from or is suggested by any work performed by me for the Company and (b) created, conceived, reduced to practice, developed, discovered, invented or made by me during the Term, whether solely or jointly with others, and whether or not while engaged in performing work for the Company.
- 1.3 "Materials"** means any product, prototype, sample, model, document, diskette, tape, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic or other form, any Confidential Information or Invention and Works.
- 1.4 "Proprietary Right"** means any patent, copyright, mask work, trade secret, trademark, trade name, service mark or other protected intellectual property right in any Confidential Information, Inventions and Works, or Materials.

- 1.5** "Term" means the period from the beginning of my engagement with the Company, whether on a full-time, part-time or consulting basis, through the last day of such engagement.

Section 2. Confidential Information, Inventions and Works, and Materials

- 2.1** As between the Company and me, the Company is and will be the sole owner of all Confidential Information, Inventions and Works, Materials and Proprietary Rights. To the extent eligible for such treatment, all Inventions and Works will constitute "works made for hire" under applicable copyright laws.
- 2.2** I hereby irrevocably assign and transfer to the Company all right, title and interest that I may now or hereafter have in the Confidential Information, Inventions and Works, Materials and Proprietary Rights. This assignment and transfer is independent of any obligation or commitment made to me by the Company. Further, I hereby waive any moral rights that I may have in or to any Confidential Information, Rights. I will take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by the Company to evidence, transfer, vest or confirm the Company's right, title and interest in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, and the license rights described in paragraph 2.5 below. I will not contest the validity of any Proprietary Rights.
- 2.3** Except as required for performance of my work for the Company or as authorized in writing by the Company, I will not (a) use, disclose, publish or distribute any Confidential Information, Inventions or Materials, or (b) remove any Materials from the Company's premises. I will hold all Materials in trust for the Company and I will deliver them to the Company upon request and in any event at the end of the Term.
- 2.4** I will promptly disclose to the Company all Confidential Information, Inventions and Works, and Materials, as well as any business opportunity that comes to my attention during the Term and which relates to the business of the Company or which arises as a result of my engagement by the Company. I will not take advantage of or divert any such opportunity for the benefit of myself or anyone else either during or after the Term without the prior written consent of the Company.
- 2.5** I hereby irrevocably grant to the Company, to the full extent of my rights in and to the same, a fully paid-up, perpetual, worldwide right and license, with the right to sublicense, disclose, offer, distribute, import, make, have made, make derivative works of, use and otherwise exploit any trade secrets, copyrights, Confidential Information, Inventions and Works belonging to me or any third party that I disclose to the Company or its personnel or use in any Inventions and Works or Materials.

Section 3. No Conflicting Obligations

- 3.1** My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the Company will not cause any breach, default or violation



of any other employment, non disclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound.

- 3.2** I will not use in performance of my work for the Company or disclose to the Company any trade secret, confidential or proprietary information of any prior employer or other person or entity if and to the extent that such use or disclosure may cause any breach, default or violation of any obligation or duty that I owe to such other person or entity (e.g., under any agreement or applicable law). My compliance with this paragraph will not prohibit, restrict or impair the performance of my work, obligations and duties to the Company.
- 3.3** I will not (a) make any false, misleading or disparaging representations or statements with regard to the Company or the products or services of the Company, or (b) make any statement that may impair or otherwise adversely affect the goodwill or reputation of the Company.

Section 4. Miscellaneous

- 4.1** This Agreement is not a contract of employment and no rights of employment are hereby created. Unless otherwise set forth in a written agreement signed by me and the Company, my engagement with the Company is "at will" and may be terminated at any time, with or without cause, by me or the Company. This Agreement will survive any termination of the Term or my engagement.
- 4.2** In the event of any breach of or default under this Agreement by me, the Company may suffer irreparable harm and have no adequate remedy at law. In the event of any such breach or default, or any threat of such breach or default, the Company will be entitled to injunctive relief, specific performance and other equitable relief. Further, in any legal action or other proceeding in connection with this Agreement (e.g., to recover damages or other relief), the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, its reasonable attorneys' fees and other costs incurred in that action or proceeding. The rights and remedies of the Company under this paragraph are in addition to, and not in lieu of, any other right or remedy afforded to the Company under any other provision of this Agreement, by law or otherwise.
- 4.3** This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between the Company and me. If the invalidity or unenforceability is due to the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.
- 4.4** The failure of the Company to insist upon or enforce strict performance of any other provisions of this Agreement or to exercise any of its rights or remedies under this



Agreement will not be construed as a waiver or a relinquishment to any extent of the Company's rights to assert or rely on any such provision, right or remedy in that or any instance; rather, the same will be and remain in full force and effect.

- 4.5** This Agreement sets forth the entire Agreement, and supersedes any and all prior agreements, between me and the Company with regard to the Confidential Information, Inventions and Works, Materials and Proprietary Rights of the Company. This Agreement is independent of any other written agreements between me and the Company regarding other aspects of my engagement. This Agreement may not be amended, except in a writing signed by me and an authorized representative of the Company.
- 4.6** This Agreement will be governed by the laws of Singapore. I irrevocably submit to the exclusive jurisdiction of the courts of Singapore in connection with any action relating to this Agreement.
- 4.7** This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each party may enter into this Agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.
- 4.8** A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.
- 4.9** I have carefully read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of the Company's business, (b) the Company has been induced to enter into and continue its relationship with me in reliance upon my compliance with the provisions of this Agreement, (c) every provision of this Agreement is reasonable with respect to its scope and duration, and (d) I have received a copy of this Agreement.

ACCEPTANCE

I have read and agree to the terms set out above in this agreement.

Name: Reuben Tan Jing En
NRIC/Passport No.: S9625155F
Date: 01 / 16 / 2023



STRICTLY PRIVATE & CONFIDENTIAL
(UPDATED AS OF 05 JUL 2021)

Letter of Offer - Commission

16 Jan 2023

Reuben Tan Jing En
308 Canberra Road,
#16-107, S750308

Dear **Reuben Tan Jing En**,

We are pleased to conditionally offer you employment with a commission structure in place for the position of **Associate Consultant** with NodeFlair Pte Ltd (UEN: 201823536N).

All Talent Consultants will be paid commission on all revenues billed in a quarter over and above 3X your basic salary during the quarter.

You will be entitled to receive a commission on the following basis -

Commission Structure Quarterly -

- < 3x: 0% of profit
- 3x-7x: 32% of profit
- > 7x: 50% of >7x profit tier

Threshold -

- 3X your basic salary of the quarter

To acknowledge the commission structure, please sign this letter and return it to me

We wish you the best of luck!

Ethan Ang
Co-Founder

Reuben Tan Jing En
Associate Consultant

Appendix A

Calculation & Payment -

- The commission will be calculated on a deal basis (candidate signing/acknowledgement from the client)
- The commission will be calculated on a quarterly basis
- Payout occurs in tranches of total qualified commission based on cash received basis, with the first tranche paid with your payroll in the month following the preceding quarter, as follows:
 - For Q1 commission - the payout period will be in April, together with payroll
 - For Q2 commission - the payout period will be in July, together with payroll
 - For Q3 commission - the payout period will be in Oct, together with payroll
 - For Q4 commission - the payout period will be in Jan (the following year, together with payroll)

Terms & Conditions -

- No referral scheme
- No ownership of any candidates or clients
- To be eligible for any commission payout, you must be in employment with NodeFlair at the time of commission payout
- If a credit note is raised in respect of a previously invoiced fee on which commission has been paid, a deduction for the amount overpaid shall be deducted from the employee's salary or commission in the month the credit note was raised
- Employees who have been given or received notice or employees who have left the Company and who have been overpaid commission must repay the Company in full for the outstanding balance due to the Company within 5 working days of receipt of written confirmation from the Company.

Sales Team Rule of Engagement -

- **Policies for Sales Team**
 - No company (client) ownership policy
 - Each consultant will be responsible for their own specialisation
 - Each client can have multiple points of contacts (POC) from different TCs unless the client requested to have 1 POC.
 - There will be no commission split involved for being account manager.
 - If a client is hiring for multiple roles (i.e. Front End, UI/UX, Data), the best method is to link up all TCs to the client for a job brief call. Else each TC can reach out to HR/Hiring Manager separately to do the job brief call - whichever that is more convenient.
 - No candidate ownership
 - There will be no candidate ownership.

- For candidate that is crossing on multiple areas, i.e. Full Stack Engineers handling front-end and back-end, most preferred approach is to seek for TCs consent before reaching out to the candidate. (For those that have been registered in the system by other TCs)
- By default, there will be no split on candidates. If a complication happens, please reach out to your manager.
- Role ownership
 - Each role is 100% owned by 1 TC from end-to-end by default.
 - Engineering Manager/CTO will be passed on by manager on rotational basis (for referral case) unless the TC pitched the role by themselves.
 - If TC is required to work together in a certain role, it has to reach a mutual agreement on the fee split & activities in the beginning. In such, 50/50 split is recommended. Activities could be determined by "CV Sent" or "Interviews". i.e. Both TCs need to achieve "X" amount of CV sent / "X" amount of interviews for this role.
- **Commission**
 - If the client is passed down by manager, TC will get 100% ownership to the role and doesn't require splitting.
 - If TC brought in clients (getting clients to sign terms), the commission split would be 15/85 for only the first 3 placements with them. 15% for the consultant who brought it in and 85% for the consultant who placed the candidate.

Note -

This scheme supersedes any previous commission structure(s) in place. The Company reserves the right to modify the terms and conditions at any time.



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