

8th February 2023

MR Loo Yi Hao Leonard Alexander ("Recruitment Partner")

Partner Scheme Factsheet

- 1. TITLE: Consultant**
- 2. DATE OF COMMENCEMENT: 15th February 2023.**
- 3. CONTRACT PERIOD: 6 months, renews on a rolling basis**
- 4. REMUNERATION**

You will be remunerated based on the scenarios below.

Recruitment

Work Done	Revenue
Successful placement of candidate for TalentKraft's existing client	30% of gross profit* for each successful placement
Successful placement of candidate for self-sourced client	40% of gross profit* for each successful placement

*Gross profits = Revenue - Costs directly attributable to TK collaborative partners (if any)
- Costs attributable to sourcing for the client and/or candidate (if any)

Consulting Projects

Work Done	Revenue
Referral of client to TalentKraft	5% of project value
Negotiation & Closing Consulting Project	5% of project value

5. KEY RESPONSIBILITIES OF CONSULTANT

Your key responsibilities include, but are not limited to, the following:

Recruitment

- Sourcing and closing of clients/mandates
- Sourcing and matching of candidates to the clients' requirements
- Maintaining positive relationships with clients/ candidates

- Gather and track data on the various parts of the process(es) and provide periodic updates to our clients
- Perform specific industry research and provide insights on recruitment to the client/candidates
- Set up and operate the process(es) while constantly improving and optimising the process(es)
- Oversee mandates and pipelines, including coordinating with multiple parties such as partners, clients, and external vendors to ensure the recruitment processes run smoothly and effectively, and meet the demands of the clients
- Conduct administrative activities to ensure the recruitment process runs smoothly

Consulting Projects/ General responsibilities

- Sourcing, closing, and executing projects/deals
- Identify suitable solutions for our clients based on their requirements
- Gather and track data on the various parts of the process(es) and provide periodic updates to our clients
- Set up and operate the process(es) while constantly improving and optimizing the process(es)
- Oversee projects including coordinating with multiple parties such as partners, clients and external vendors to ensure the projects are run smoothly, effectively and on schedule
- Conduct any administrative activities in the areas of HR, finance, and operations

6. RESPONSIBILITIES OF TALENTKRAFT

Talentkraft will provide the following support to all Partners:

- Training and guidance on business development activities and project management
- Advisory support on proposal writing, client pitches, and project deliverables
- Administrative support (billing, finances, technology such as email, surveys, etc)
- Use of TalentKraft's Intellectual Property
- Grant application support (if applicable)
- Recruitment of additional contractors/interns (excluding the provision of salaries and manpower costs)

7. TERMINATION

7.1 Your contractual obligations will be subject to termination as follows:

- i. Either party is entitled to give notice in writing to the other to terminate the contract.
- ii. Termination can be effected by either party giving **2 months' notice**.
- iii. TalentKraft may terminate the contract with immediate effect should you:
 - a) Commit any breach of TalentKraft's policies or disciplinary rules that results in lack of integrity, insubordination, and negative representation of TalentKraft;

- b) Be convicted of a criminal offence (save for any offence under any road traffic legislation for which you are not sentenced to any term of immediate or suspended imprisonment);
- c) Be guilty of acts or behavior deemed to be unbecoming that of Partner of TalentKraft;
- d) Knowingly conceal pertinent information regarding either your health or bankruptcy that will result in negative impact on TalentKraft or cause TalentKraft to suffer any form of loss; or
- e) In the reasonable opinion of the Directors, breach any provision of this agreement (including but not limited to falsifying personnel or TalentKraft's records and revealing any of the TalentKraft's confidential matters).

7.2 In the event of termination, TalentKraft shall continue to be liable for payment of Remuneration as set out in Clause 4, for all work executed by Partner up to the last effective date of this contract.

8. TALENTKRAFT PTE LTD MATERIALS

TalentKraft Pte. Ltd. and the Partner shall co-own and retain all rights, title, and interest in and to all materials including without limitation articles, documents, ideas, concepts, know-how, specifications, plans, pictures, images, text, drawings, drafts, notes, designs, multimedia, electronic files and lists, data, information, and other items, expressions, works of authorship or work product of any kind, including all additions to, deletions from, alterations of, and revisions in the foregoing, that are authored, produced, created, conceived, collected, developed, discovered or made by the Partner in connection with the scope of work or which relate in any manner to or which result from the scope of work produced by the Partner under this Services Agreement, including any and all intellectual property rights therein (collectively, the “Materials”), upon expiration or termination of employment for any reason.

For avoidance of doubt, upon expiration or termination of employment for any reason, both TalentKraft and the Partner have the non-exclusive right to use and monetize the materials listed in Clause 8. Unless otherwise agreed in writing, any revenues resulting from such use and monetization will accrue wholly to the party who sources, closes and executes the project.

9. CONFIDENTIALITY

9.1 You agree with and undertake to the Company for the benefit of the Company that:

9.1.1 All communications between you and the Company and all confidential information and other material supplied to or received by you arising from or in connection with your employment with the Company and any information concerning the business transactions or the financial arrangements of the Company or of any person with whom the Company is in a confidential relationship coming to your knowledge shall be kept confidential by you, unless or until compelled to disclose by judicial or administrative procedures or by other requirements of law, or if you can reasonably demonstrate that it is (or part of it is), in the public domain through no act or omission of you, whereupon, to the extent that it is in the public domain, this obligation shall cease;

9.1.2 You shall hold the whole of the confidential information as the property of the Company. You must deliver up to the Company forthwith upon demand all confidential documents not later than **Seven (7)** days from the date of termination of your employment, whether requested to do so or not. You shall further destroy all notes and reports on the confidential information in your possession or custody.

- 9.1.3 You shall ensure that proper and secure storage is provided for documents containing the confidential information at all times whilst the same are in the possession or under your control.
 - 9.1.4 You shall take all steps necessary to prevent accidental disclosure of the confidential information to a third party;
 - 9.1.5 In the event that the Company obtains trade secrets or other confidential information from any third party, you shall not without the consent of the Company at any time (either during your employment hereunder or after its termination) infringe restrictions on disclosure agreed to by the Company and made known to you; and
- 9.2 If the company consents pursuant to this **Paragraph 9** to the confidential information being made available to a third party, then before so doing you shall ensure that the third-party having access to the confidential information.
- 9.2.1 Understands that the confidential information is confidential and of a proprietary nature; and
 - 9.2.2 Does not discuss, confirm the existence of, or supply the confidential information with or to any person who has not been authorized by the Company to receive it.
- 9.3 You agree that:
- 9.3.1 Due to the special and unique nature of the confidential information, the Company shall be entitled to seek immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard such propriety confidential, unique and special information of the Company and that monetary damages alone would be an insufficient remedy with which to compensate the Company for any breach of your confidential obligations.
 - 9.3.2 In the event that it is necessary for the Company to institute any proceedings for an injunction then, if successful in such action, all costs incurred by the Company on a solicitor/client basis in connection with such proceedings shall be recoverable from you as a debt; and
 - 9.3.3 The Company shall be entitled to enforce the provisions of this Agreement with respect to any of the confidential information and you recognize that the remedy at law for any breach by you of the terms of this Agreement may be inadequate and the Company shall be entitled to equitable remedies in the event of any breach.

- 9.4 All notes, memoranda, records and writings made by you relating to the business of the Company shall be and remain the property of the Company to whose business they relate and shall be delivered by you to the Company to which they belong forthwith upon request.

10. OWNERSHIP

The Partner agrees that any work they create for TalentKraft Pte. Ltd. during the length of this contract shall co-owned by TalentKraft Pte. Ltd and the Partner.

For avoidance of doubt, upon expiration or termination of employment for any reason, both TalentKraft and the Partner have the non-exclusive right to use and monetize the work listed in Clause 10. Unless otherwise agreed in writing, any revenues resulting from such use and monetization will accrue wholly to the party who sources, closes and executes the project.

11. PUBLICITY AND MARKETING

The Partner shall not use the TalentKraft Pte. Ltd. brand in any promotional manner or other public announcement or disclosure relating to the subject matter of this contract or in connection with the marketing, distribution or sale of any of TalentKraft Pte. Ltd.'s Materials except for company-related activities.

12. This offer letter shall be governed by and construed in accordance with the laws of Singapore, and the parties submit to the non-exclusive jurisdiction of the Singapore courts.
13. Unless not specifically provided in this offer letter, the terms and conditions of the Company Handbook or any other internal rule shall apply.

We are confident that you will make a positive and lasting contribution to TalentKraft Pte. Ltd. and we look forward to working with you. Should you find this offer letter acceptable, please sign on the space provided below and return to TalentKraft Pte. Ltd. a signed version of the letter within five (5) calendar days.

Yours sincerely,

TALENTKRAFT PTE LTD



ANG GUO JUN
DIRECTOR

CONFIRMATION AND ACCEPTANCE TO LETTER OF EMPLOYMENT

I, LOO YI HAO LEONARD ALEXANDER holder of **NRIC No.** S9149133H,
acknowledge and accept the terms and conditions stated herein.



SIGNATURE OF PARTNER

15.02.2023

DATE