



Private and Confidential

EMPLOYMENT AGREEMENT

Dear Isabella,

We are pleased to offer you a permanent employment contract working for Fairmart Technologies Pte Ltd ("Fairmart," "we," "us," "our," or the "Company"). At Fairmart, we are firm believers in the concept of personal ownership. In line with this culture, we expect you to constantly go above and beyond to create a "WOW" experience for both our customers and your peers.

As we are a very fast growing business, we fully expect your role and working timings to extend beyond the initial duties assigned to you. Therefore, we expect you to be fully flexible and take responsibility for tasks that may come up as we further grow and expand.

You are subject to the following terms and conditions:

I. Position and Duties

- A. You will hold the position specified in Item 4 of the Appendix A hereto reporting to the Position and Line Manager named in Item 5 of the Appendix A hereto.
- B. You agree to diligently carry out your duties and to use your best endeavours to fulfill your role and responsibilities and promote the best interests of the Company.
- C. With reasonable notice, the Company can at any time require you to undertake such other position or such other additional or different duties as it may require, which fall within your capabilities.
- D. You shall not, during your employment, be in any way directly or indirectly engaged, concerned or interested in any capacity in any business, trade or occupation other than that of the Company, whether during or outside your hours of work for the Company.

II. Commencement of Employment

- A. The commencement date of your employment with the Company is as specified in **Item 6a** of the Appendix A hereto (the "**Commencement Date**") and shall continue, subject to the remaining terms of this Contract, until it terminates on the expiry date specified in **Item 6b** of the Appendix hereto (the "**Expiry Date**") without the need for notice, unless previously terminated by either party in accordance with clause XIII.
- B. Your ongoing employment by the Company is subject to successfully completing a probationary period of three (3) months. Your probationary period will end when the Company writes to you confirming successful completion of the probationary period. If such written notice is not forthcoming for any reason by



the expiry of the applicable probationary period, your probation shall be deemed extended by the Company in its sole discretion for a further three (3) months.

- C. You warrant that by entering into this Contract or by performing any duties expected of the Position provided here, you will not be in breach of any express or implied terms of any contract with or any other obligations to any third party, including any previous principals or employers.
- D. You warrant that with effect from the Commencement Date you have the unrestricted right to work in Singapore without any additional immigration approval. You undertake to notify the Company immediately if any such right ceases, or is reasonably expected to cease during your employment and to immediately provide the Company with written details of changes to your personal circumstances that might affect your immigration permission.
- E. If you do not hold a valid and current NRIC or PEP then you undertake to provide on request your original passport and other satisfactory documentary evidence of your right to work in Singapore or to facilitate the application for a valid work pass in Singapore. You acknowledge that your continuing employment with the Company is conditional on compliance with these obligations and the duty to notify us of your change in circumstances listed above, and that failure to comply to the Company's satisfaction may result in disciplinary action under the Company's Disciplinary Procedure.
- F. The Company shall be entitled to terminate the employment summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract and to your continuing obligations under this Contract) if any warranty by you in this clause is found to be misleading or incorrect.

III. Background Screening

- A. You agree to give your consent, when requested, to the Company carrying out such background checks as are relevant to the performance of your role or as may be reasonably required in order for the Company to comply with its obligations to client organisations for whom you provide, or may be required to provide, services, in the performance of your role. The results of background screening checks may be disclosed to the Company's clients but strictly on a no-names basis.
- B. You acknowledge that your ongoing employment by the Company is conditional on receipt of satisfactory results, from time to time, of background screening checks relevant to your role.



- C. You agree and undertake to disclose to the Company on an ongoing basis any information which you believe, or have reason to believe, would affect the results of background screening checks, to include criminal convictions and charges, and significant changes to credit status (for example, bankruptcy, voluntary arrangements and statutory directorships).
- D. Your failure to comply with your obligations under this clause may result in disciplinary action, up to and including dismissal.

IV. Remuneration

- A. Your annual basic salary will be as specified in **Item 7** of the Appendix A hereto (or such other sum as shall be agreed in writing from time to time) and shall be paid in equal instalments each month directly into your bank account (net of tax and other applicable deductions) on such regular monthly pay date as is notified to you by the Company. Your basic salary shall accrue from day to day.
- B. For the purpose of pay calculations, there are 260 working days per year.
- C. The payment of your basic salary will be subject to such statutory deductions and/or withholdings as may be required or permitted in accordance with any applicable legislation as may be amended from time to time.
- D. Any performance bonus or declaration of performance bonus shall be made at the sole and absolute discretion of the Company. In determining the amount of the performance bonus, the Company shall consider your work performance, amongst other factors.
- E. Your basic salary is payable on the last day of each month. If the last day of the month falls on Sunday or a Public Holiday, the salary will be paid on the preceding working day.
- F. The Company reserves the right in its absolute discretion to deduct from your pay such sums which may owe the Company including without limitation, any payments made to you by the Company or losses suffered by the Company as a result of your negligence or breach of Company rules or policies.



- G. Your salary must not be disclosed to other employees. Company reserves the right to take disciplinary action if this is found to be the case.
- H. Your salary will be reviewed on an annual basis. A review of salary is not a guarantee of a change of salary. There will be no review of salary after notice of termination of employment has been given by either party.

V. Benefits

You may be eligible to participate in the following benefit schemes made available to you by the Company from time to time:

- A. Medical insurance;
(together “**the Schemes**”).

The benefits to which you will be entitled upon completion of your probation period, subject to the terms of this clause 5 are set out in **Item 8** of the Appendix A attached to this contract of employment.

Your participation in the Schemes is subject to:

1. the rules and terms of those Schemes from time to time in force;
2. your satisfaction of and compliance with all the requirements of the relevant insurer and being accepted at normal rates of premium; and
3. such other conditions or terms as may be specified by the Company from time to time which shall be at the Company's discretion.

The Company shall not have any liability to pay any benefits under the Schemes unless and until the Company receives payment of the benefit from the relevant insurer.

All payments under the Schemes will be subject to such deductions as may be required by law.

Employees have no contractual rights to the benefits provided by the Company from time to time. Benefits are provided in the Company's discretion and the Company reserves the right to vary the cover provided or any term of any Scheme or to withdraw any of the Schemes at any time. All benefits provided by the Company are provided subject



to the terms and conditions imposed by the Company and/or third party providers. Employees shall not be entitled to any compensation of the loss, or prospective loss, of benefits arising from any employment action taken by the Company, including, without limitation, dismissal and the Company's rights to take such employment actions shall not be restricted or fettered by the existence of any benefit policy

You may need to complete applications to join the Schemes. Further details of the Schemes will be given to you upon commencement of your employment.

VI. Central Provident Fund

Subject to your eligibility, both you and the Company shall contribute to the Central Provident Fund in accordance with the requirements specified in the Central Provident Fund Act (Cap.36) (Rev. Ed. 1994).

VII. Working Hours

- A.** Your regular working hours will be based on a 44 hours work week, from 9am to 6pm Monday to Friday. Your shift pattern (if any) shall be mentioned, in the **Item 9** of the Appendix A hereto attached.
- B.** Your manager will agree with you on a suitable working schedule, following each department's practice.
- C.** You are expected to use your discretion in managing your time in accordance with business operations needs and maybe required to work beyond normal hours when necessary.

VIII. Shift Allowance

Depending on your role, you may be entitled to a shift allowance as per specified in **item 10** of the Appendix A hereto attached.

IX. Holiday Entitlement

- A.** In addition to usual gazetted Singapore public holidays, you are entitled to working days paid holiday during each holiday year, as per mentioned in **item 12** of the Appendix A hereto attached. (Note: If you are employed on a part-time basis then your holiday entitlement will be calculated on a pro-rata basis by reference to a full time entitlement of paid holiday).



- B. The Company's holiday year runs from 1st January to 31st December.
- C. Your holiday entitlement will accrue pro rata to each completed month of employment.
- D. Employees accrue an additional day of holiday per year of employment at the company up to a maximum of 20, subject to approval by your manager.
- E. You shall not carry forward accrued but untaken holiday entitlement to a subsequent holiday year and you shall have no entitlement to any payment in lieu of accrued but untaken holiday save on termination of the employment. A maximum of five (5) days of untaken annual leave will be carried forward to the following year. These days shall be consumed within the first quarter of the subsequent year. You will not receive payment for any untaken carry-over days in the event that you leave the Company or transfer to another department.
- F. On the termination of your employment you shall receive a payment in respect of accrued but untaken holiday entitlement (less any untaken carry-over days) on a pro rata basis for the number of completed calendar months of service during the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. Payment for each day's holiday entitlement shall be calculated at the rate of your annual basic salary payable at the date of termination of employment. (Note: if you are employed on a part-time basis then such calculation shall be undertaken on a pro-rata basis by reference to your reduced number of working days per year)
- G. If on termination of employment you have taken in excess of your holiday entitlement you will be required to refund to the Company a sum representing such unearned holiday calculated at a rate of th of your annual basic salary payable at the date of termination of employment per day of holiday owed. (Note: if you are employed on a part-time basis then such calculation shall be undertaken on a pro rata basis by reference to your reduced number of working days per year)

X. Parental & Child Care Leave

- A. After three (3) months of service, you will be entitled to take parental leave within 12 months of the birth of your child. Expecting parents are eligible for the following parental leave:
 - 1. Expecting mothers are entitled to sixteen (16) weeks of maternity leave.



2. Expecting fathers are entitled to four (4) weeks of paternity leave.
- B. If you are a parent, you may be eligible for up to ten (10) days child care leave as well.
- C. All parental and child care leave is inclusive of statutory leave granted in accordance with the GPML scheme.

XI. Sickness Absence

- A. After three (3) months of service, you will be entitled to paid sick leave not exceeding fourteen (14) days in each year if no hospitalization is necessary. If hospitalization is necessary, you shall be entitled to sixty (60) days, inclusive of sick leave, in each calendar year. Sick leave during the probation period shall be approved at the sole discretion of the Company.
- B. You or someone on your behalf must inform your line manager by telephone as soon as possible and in any event within one hour of your normal start time on the first working day of absence, and within the first four (4) hours of this working day, if you are absent from work for any reason. If you are absent from work because of illness or injury you are required to give details of the nature of the illness or injury and the anticipated length of absence.
- C. You are required to produce, without demand, a medical certificate in all cases where you are absent from work for medical reasons. Failure to do so will be subject to disciplinary actions taken by the company.
- D. You agree that the Company may at any time require you to be medically examined at its expense by a medical practitioner nominated by it and for a report of such examination to be provided to the Company.
- E. Without prejudice to clause XIII, where sickness absence is, in the reasonable opinion of the Company, excessive, the Company reserves the right to terminate your employment in accordance with the terms of this Contract.

Further details of the Company's leave policy, including sick leave policy, are available from Human Resources.



XII. Security

- A.** Since, by the nature of the business of the Company, all employees are employed in a position of considerable trust, it is a condition of employment that you allow a representative of the Company, or a nominated person employed by the Company in the presence of a representative of the Company, to conduct random security checks on you, personal belongings and lockers at any time at any day whilst at work provided that such searching is carried out in a discreet and proper manner.
- B.** If found in possession of any illegal, unaccounted for, or unauthorized items, you accept that you will be referred to the police for further investigations and actions, and shall be subject to termination.
- C.** You are not allowed to be in or within the Company's premises while you are off duty or on your rest days. You are also not permitted to loiter around the premises after the completion of your shift. If found in violation will lead to disciplinary action and termination.
- D.** Due to security concerns, family members, friends, or any other unauthorized persons are strictly prohibited in the Company premises. If found in violation will lead to disciplinary action and termination.

XIII. General Discipline

- A.** You will comply with the orders and instructions given by the Company through its duly authorized officers and expected to act and conduct in an orderly mode that serve the best interest of the Company;
- B.** You will abide by the Company's code of conduct and other conditions, rules and regulations applicable to all staff in its employ;
- C.** You will devote time, attention and ability to the duties of your appointment;
- D.** You will faithfully and diligently perform those duties and exercise such powers consistent with them, which are from time to time assigned to or vested in you;
- E.** You will not remove any documents or tangible items which belong to the Company or which contain any confidential information from the Company's premises at any time without proper authorization;
- F.** You will be obliged to provide the Company with any change in his name, residential address, and any other particulars relevant to your employment;
- G.** You will not, at any time, make any untrue or misleading statements relation to the Company;



- H. Any grievances should be brought up through proper channels and hierarchy. If found in violation of this you will be subject to disciplinary actions;

XIV. Termination of Employment

- A. Either party is required to give to the other not less than the notice period specified in item 11 of the Appendix A hereto attached.
- B. The Company reserves the right to terminate your employment at any time (whether or not notice to terminate has already been given) by paying you a lump sum equal to your basic salary only in lieu of any required notice or balance of such notice, together with any accrued but untaken holiday pay entitlement.
- C. At any time after notice to terminate the employment is given by either party the Company may:
 - 1. require you to perform such duties as the Company determines;
 - 2. require you to perform no duties and exclude you from the premises of the Company;
 - 3. require you not to contact or have any communication with any employee, officer, director, agent or consultant of the Company or of any Group Member;
 - 4. require you not to remain or become involved in any respect with the business of the Company or any Group Member except as required by such Group Member or Company, and in each case the Company will continue to pay you salary and provide all other benefits arising under this Contract during the period of notice except that notwithstanding any other terms of this Contract, bonus or other performance related benefits shall not accrue. During such period of notice, you shall remain an employee of the Company and bound by the terms of your contract of employment.

XV. Summary Dismissal

Notwithstanding clause 13, your employment may be terminated summarily by the Company giving written notice without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract and to your continuing obligations under this Contract) in any of the following cases:

- A. if you are dishonest or engaged in serious or persistent misconduct or, without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder or breach the terms of this Contract, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force;



- B. if you are incapacitated by illness or otherwise unable to perform your duties hereunder for a period totaling in aggregate sixty (60) days in any period of twelve (12) consecutive calendar months;
- C. if you become bankrupt or have a receiving order made against you or make any general composition with your creditors; or
- D. if you fail to maintain any necessary governmental approval for you to be employed in Singapore.
- E. If you are guilty of any grave or serious misconduct which may damage the goodwill of the Company or put your office of employment into disrepute;
- F. If you commit any serious breach of your obligations hereunder;
- G. If you declare bankruptcy;
- H. If you are guilty of any conduct that in law would entitle the Company to summarily dismiss you;
- I. If you are involved or partly involved in fighting, with the intention of causing harm;
- J. If you are continuously absent from work for two (2) consecutive days without prior leave or reasonable excuse or informing the company of the excuse for such absence; or
- K. If you are found engaging in workplace politics, racial, religious and nationality prejudice, rumor mongering, use of expletives and criminal intimidation, which might lead to disharmony in the workplace.

XVI. Return of Property

- A. If you cease to be employed by the Company for any reason, or after notice having been served, at the request of the Company you shall immediately return safely to the Company all documents and data (on whatever media and wherever located) relating to the business of the Company, keys, stationery, mobile phones, laptops and other items which are the Company's property and which may be in your possession or under your control.
- B. You also agree to irretrievably delete any information relating to the business of the Company or any Group Member stored on any magnetic or optical disc or memory and all matter derived therefrom which may be in your possession or under your control and not to keep any copies (whether in hard copy or electronic form).



- C. You agree to provide on request, a signed statement that you have complied fully with your obligations under clauses XV a) and XV b).
- D. You consent to the Company having access to the contents of the mailbox (i.e. e mails) assigned to you for purposes of your employment after termination of this Contract.

XVII. Deductions

You agree that any money owed to the Company in respect of your employment (or its termination) may be deducted from your salary or from any other payments due to you. Such deductions can include recovery of overpayment of wages or expenses in error, deductions set against advances on wages or loans which the Company may from time to time make to you, deductions for excess holiday taken, recovery of the cost of repairing any damage or loss to the Company's property caused by you or recovery of any losses suffered by the Company as a result of any negligence or breach of duty by you.

XVIII. Confidentiality

- A. You must keep all information of the Company in the strictest confidence, and shall not disclose to any third party any confidential information obtained during your course of employment, unless expressly authorized by the Company.
- B. Confidential information for the purposes of this contract includes and is not limited to trade secrets, business plans, strategies, financial information, human resource information, supplier lists, customer information, and any other information that will affect the Company's competitive position.
- C. Your obligations to maintain confidentiality and secrecy shall apply after your employment until such time that the information is no longer confidential or has been made public by the Company.
- D. You shall not without prior written consent of the Company destroy, make copies, duplicate, distribute, publish or reproduce in any form, the Company's confidential information.

XIX. Data Protection

You confirm you have received, reviewed and agree to the Fairmart Employees Privacy Notice (the "Notice"), found in Appendix B of this contract. . You specifically agree that Fairmart and its affiliates, service providers, professional advisors and consultants, and other relevant third parties may process and transfer, including overseas, personal data pertaining to you and persons in relationship with you when applicable, for the management of your employment and the administration of company benefits. In addition, you specifically agree that (i) you shall have rights of access and responsibilities for correction and inquiry concerning such personal data as provided in



the Notice, and (ii) the Notice may be updated or modified as provided in the Notice. Finally, you agree to comply with the requirements of all applicable Fairmart policies regarding processing and transfer of any personal data of Fairmart employees, vendors, customers or others to which you may have access in the course of your employment or engagement by Fairmart.

XX. Court Actions

In the event of your appearance at, or summons to appear at, any criminal court, or in the event of any criminal conviction or civil order being made against you, either during the period of your employment with the Company or during the period between completing the Company application form and joining the Company, you must inform the Company as soon as possible and must, on request, give full request to the Company.

This Employment Agreement shall be governed by and construed in accordance with the laws of Singapore.

The Company reserves the right to introduce, modify, amend, or annul any terms and conditions of employment at any time during its operations. Any such changes shall be notified to you by issuance of circulars, memorandums, or other instructions by whatever name from time to time, which form part of the terms and conditions of employment.

We are glad to have you with us and we look forward to a long and rewarding association with you. Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this Letter within two (2) days from the date of this Letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jan Gasparic", written over a light blue horizontal line.

Jan Gasparic, CEO
For and on behalf of Fairmart Technologies Pte. Ltd.



EMPLOYEE'S ACKNOWLEDGEMENT

I accept and agree to the terms and conditions stipulated above, as constituting my Contract of Service with the Company. I further undertake to keep confidential the details of my employment with the new entity and will not disclose the same to any other person.

Name: Isabella Ng Yan Ying

Signature: *Isabella Ng Yan Ying*

Date: Apr 21, 2022

NRIC/FIN No.: S8221270A



Appendix A

Item No.	Title	Details
1.	Date of Agreement	21 April 2022
2.	Employee Name	Isabella Ng
3.	Department	Sales & Marketing
4.	Position	Business Development Manager
5.	Employee's Line Manager's Name and Job Title	Jan Gasparic, CEO
6.	Commencement Date	25 April 2022
6.b	Expiry Date	N/A
7. a	Annual Base Salary	SGD 44,400 paid in 12 month increments
7.b	Variable Compensation	SGD 18,000 paid in 12 month increments based on monthly KPIs.
9.	Shift Pattern Details (if applicable)	N/A
10.	Shift allowance (if applicable)	N/A
11.	Notice period	2 weeks during probation period 1 month after confirmation
12.	Leave entitlement	10 days annual leave



Appendix B - EMPLOYEE DATA PRIVACY NOTICE

Fairmart Limited maintains personal information about all of its employees. At Fairmart, we are committed to respecting your privacy by handling all the personal information collected in connection with your employment relationship in accordance with applicable law and the Singapore Personal Data Protection Act. This notice explains our practices with regard to your personal information.

1. We collect, store, process and transfer personal information about our employees through computerized and paper-based data processing systems. We have established routine processing functions (such as processing for regular payroll and benefits administration). We also process employees' information on an occasional or *ad hoc* basis (such as when an employee is being considered for a particular new position). All processing and transfers of personal information are subject to reasonable confidentiality and privacy safeguards.

2. We process employee's personal information for the following purposes: (1) recruitment and staffing; (2) administration of compensation and benefits programs; (3) performance management and training; (4) advancement and succession planning; (5) legal compliance and risk management; (6) workplace management and reporting; (7) to protect Fairmart Limited, its workforce, and the public against injury, theft, legal liability, fraud or abuse; and (8) other legal and customary business-related purposes.

3. We may process sensitive information (such as race or health information) if it is needed to for business objectives or if it is required to comply with applicable law. For example, we may process sensitive health information as needed to accommodate a employee's disability. We may process information related to race for diversity reporting. Sensitive information will not be collected, stored, processed or transferred, except where adequate privacy protection mechanisms are in place.

4. We may disclose your personal information (1) to other national agencies, for the purposes listed above, (2) to data processors, who use the data only for our purposes, (3) to those companies that provide benefits and services to you, (4) where required by law, or (5) where permitted by law, such as with your consent or in the event of an emergency.



5. You may reasonably access and update your personal information by contacting your local Human Resources Business Partner. Please note that Fairmart and its employees have shared responsibility with regard to the accuracy of your personal information. Please let us know of any changes to your personal information.

6. If you have concerns about how we process your personal information or sensitive information, please contact your Human Resources department. We will try to find a reasonable way to address your concerns. However, we must process personal information where required by law. In other cases, if we cannot process your information, you may be denied certain benefits.

7. If you believe that your personal information is not handled in accordance with the applicable law, you may submit a complaint to your Human Resources department. We will investigate the complaint.

8. This notice provides basic information about our processing of your personal information and your privacy rights. Should you have additional questions, you may contact the HR department: contact@fairmart.app

EMPLOYEE ACKNOWLEDGEMENT

I have received, read and understood this notice, and I consent to the collection, use and disclosure of my personal data in accordance with this notice.

Signature: *Isabella Ng Yan Ying*

Print Name: Isabella Ng Yan Ying

Date: Apr 21, 2022