



Singapore Inspection & Engineering Pte Ltd

16 Ayer Rajah Crescent, #01-04

Tempco Technominium

Singapore 139965

UEN: 202114343D

02 February 2023

Kevin Chang Jian Hern
Blk 442C #04-847
Bukit Batok West Avenue 8
Singapore 653442

LETTER OF APPOINTMENT ("LETTER")

On behalf of the Board of Directors (the "Board") of Singapore Inspection & Engineering Pte Ltd (the "Company"), we are pleased to offer you the appointment as **Senior Drone Pilot** of the Company on the following terms and conditions:-

1. Term of Employment

- (A) Subject to Clause 6 of this Letter and the Company's General Rules & Regulations (the "Rules"), your employment with the Company shall commence on **[Start Date]** and shall continue until and unless terminated in accordance with Clause 6 below.
- (B) You are required to serve a probationary period of three (3) months (the "Probation Period").

2. Responsibilities and Authority

- (A) You shall during your employment under this Letter: -

- (i) devote the whole of your time and your attention and skill to the faithful and diligent performance of such duties as set out below and as may from time to time be assigned to you in your capacity as Senior Drone Pilot by the Company;
- (ii) conform to and comply with all lawful directions given by the Company, and the Company's directives, policies and/or employee's handbook or guidelines (if any) as may be applicable to you (collectively referred to as the "Company Policies") and which may be issued, modified, amended and/or supplemented by the Company from time to time; and
- (iii) refrain from any activities which may hinder or otherwise interfere with the performance of your duties under this Letter or may place you in any situation of conflict of interest.

(B) Duties

You shall assist the Executive Director and the Management as and when needed in the areas as specified under Schedule 1.

- (C) Notwithstanding Clause 2(B) above, the Company reserves the right to change or modify your scope of duties and/or assign other duties, responsibilities, appointments and activities to you, as it may deem appropriate in its sole and absolute discretion.
- (D) You shall at all times keep your immediate supervisor (the "Immediate Supervisor") promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, its subsidiaries and associated companies (together, the "Group") and provide such explanations as the Immediate Supervisor may require in connection therewith.

3. Remuneration

- (A) During your employment, the Company shall, subject to all clauses of the Rules, pay you a fixed salary of [REDACTED] payable in arrears at the end of each calendar month.
- (B) In respect of any payment and benefits to you hereunder, the Company and you (as employer and employee, respectively) shall comply with the provisions of the Central Provident Fund Act (Chapter 36) for the time being in force and the rules and regulations promulgated hereunder.

4. Benefits

During your employment, you will, subject to all clauses of the Rules, be entitled to the benefits set out in Schedule 2 attached hereto, provided that the Company shall not be required to make payment in cash in lieu of any such benefits not claimed or enjoyed and in the event of termination by the Company of your appointment, none of such benefits shall form part of or be taken into account in any claim by you against the Company for wrongful termination or otherwise.

5. Restrictions on Other Activities

- (A) You agree that during the Restricted Period (as defined below):-
 - (i) you will not either on your own account, jointly with or for any person, firm, company or organisation, entice or endeavour to entice away from the Company or any company in the Group any Restricted Person (as defined below) whether or not such person would commit any breach of his contract of employment by reason of leaving the service of such company;
 - (ii) you will not directly or indirectly employ any Restricted Person who is or may be likely to be in possession of any confidential information or trade secrets relating to the Company's business or business of any company in the Group or the business of the customers and suppliers of the Group;
 - (iii) you will not either on your own account, jointly with or for any person, firm, company or organisation, solicit business from any person, firm, company or organisation within the Territory (as defined below) which at any time during the currency of your employment hereunder has dealt with the Company or any company in the Group or which on the termination of your employment is in the process of negotiating with the Company or any such company, in each case in relation to any business which you have been materially involved or concerned during your employment hereunder; and
 - (iv) you will not (except with the prior sanction of the Company) be directly or indirectly in any capacity whether as shareholder, director, manager, consultant, employee,

agent or otherwise engaged or concerned or interested in any other business within the Territory which:-

- (a) is in any respect in competition with or in opposition to any business for the time being carried on by any company in the Group in which you have been materially involved or concerned Provided that this shall not prohibit the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than [5] per cent of the issued shares or stock of any class of any one company shall be so held; or
 - (b) as regards any goods or services is a supplier to or customer of any such company in the Group in which you have been materially involved or concerned;
- (B) While the restrictions contained in this Clause 5 are considered by the parties to be reasonable in all the circumstances it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced or the range of services or area dealt with thereby were reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective or as the Company may decide.
- (C) Since you also may obtain in the course of your employment by reason of services rendered for or offices held in any other company in the Group knowledge of the trade secrets or other confidential information of such company, you hereby agree that you will at the request and cost of the Company enter into a direct agreement or undertaking with such company whereby you will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- (D) For these purposes :-
- (i) "Restricted Period" means the period of your employment and a further period of one (1) year from the date you cease to be employed by the Company;
 - (ii) "Territory" means Singapore, China, Malaysia and India; and
 - (iii) "Restricted Person" means any Director, manager, employee or servant providing material services to the Company or any company in the Group, with whom you had material business-related contact, or about whom you had access to confidential personnel information, or for whom you had direct or indirect supervisory responsibility, during your employment with the Company.

6. Termination

- (A) Subject as hereinafter provided, either party may terminate the appointment hereunder during the Probation Period by giving the other party one (1) week's written notice to that effect and after your Probation Period, either party may terminate the appointment hereunder at any time by giving to the other party three (3) month's written notice to that effect. In addition, the Company may terminate your appointment hereunder by paying you the relevant amount of salary in lieu of such notice. Annual leave shall not be utilised to set off any relevant notice period.
- (B) Your appointment hereunder shall be subject to termination by the Company by summary notice in writing if you shall at any time: -

- (i) commit any breach of any of the provisions herein contained which, in the sole and absolute opinion of the Company, is serious or persistent;
 - (ii) be guilty of any default, misconduct or neglect in the discharge of your duties hereunder or in connection with or affecting the business of the Company;
 - (iii) be served with any bankruptcy notice or become bankrupt or if you shall apply for a receiving order or has a receiving order made against you or shall enter into any arrangement or composition with your creditors generally;
 - (iv) become of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;
 - (v) be charged or convicted of any criminal offence (other than an offence which, in the sole and absolute opinion of the Company, does not affect your position or adversely reflect upon your character or integrity); or
 - (vi) in the sole and absolute opinion of the Company, be guilty of any conduct tending to bring yourself or the Company into disrepute or that is prejudicial to the interests of the Company.
- (C) In the event you cease to hold a valid employment pass and are not otherwise entitled to work and/or reside in Singapore, your employment hereunder shall be terminated automatically without further notice on such date.
- (D) On the termination of your appointment hereunder howsoever arising (whether or not the Company has committed a breach of this Letter by so doing) you shall: -
- (i) forthwith deliver, transfer or cause to be delivered or transferred to the Company or as the Company may direct all books, documents, papers, credit cards, motorcars, club memberships and other property of or relating to the business of the Company which may be in your possession or under your power or control or held in your name; and
 - (ii) not at any time thereafter represent yourself still to be connected with the Company.
- (E) Termination of your appointment hereunder shall be without prejudice to any rights which have accrued at the time of termination or to Clauses 5, 6, 8 and 9 of this Letter and the rule 22 and 24 of the Rules, all of which shall remain in full force and effect notwithstanding such termination.

7. Former Service Agreement

This Letter shall be in substitution for any previous service agreements, arrangements or understanding between you and any company in the Group and for any terms of employment previously in force and you acknowledge that you have no outstanding claims of any kind against the Company or any other company within the Group. The Company however agrees that the commencement of your appointment hereunder shall not be treated as a break in the continuity of your employment with the Company.

8. Personal Information

- (A) You hereby agree that the Company (as your employer) and any other company within the Group may collect, store, process, disclose, access, review and/or use personal data (including sensitive personal data) about you, whether obtained from you or from other sources, for the purposes set out below and/or any other evaluative purposes and/or the

purpose of managing and/or terminating your employment with the Company or any other company within the Group:-

- (i) administering and maintaining personnel records;
 - (ii) paying and reviewing salary and other remuneration and benefits;
 - (iii) providing and administering benefits;
 - (iv) undertaking performance appraisals and reviews;
 - (v) maintaining records for sickness, holiday and other absence, including maternity, childcare or infantcare leave;
 - (vi) making decisions about your fitness for work;
 - (vii) providing references and information to future employers, and if necessary, governmental and quasi-governmental bodies, including, the Inland Revenue and the Central Provident Fund Board;
 - (viii) providing information to current and/or future partners and/or purchasers of the Company and/or its business and/or any company within the Group or any of their respective businesses;
 - (ix) maintaining medical records, including information about your physical and mental health or condition;
 - (x) disciplinary and grievance matters;
 - (xi) monitoring of time spent; and
 - (xii) recruitment activities.
- (B) You are entitled to have access to the personal information relating to you by making a written application to the Designated Person (as defined below) and specifying the type of information you want to see. The Company reserves the right to charge a fee (representing its costs in administering your request) for supplying such data and to refuse requests which, in its opinion, occur with unreasonable frequency.
- (C) The Company has designated the person whose details are set out below as the person ("Designated Person") who will be responsible for ensuring the Company's compliance with applicable data protection laws. If you have any queries or requests or wish to make any applications concerning your personal information or data, please contact the Designated Person :-

Data Protection Officer / data.privacy@screeningeagle.com

9. Miscellaneous

- (A) Any forbearance whether passive or express on the part of the Company in enforcing any of its remedies for any breach by you of any one or more of the provisions herein contained or any other act or thing which but for this Clause would operate as a release shall not in any way affect or prejudice your liability or continuing liability. No failure or delay on the part of the Company to exercise any power, right or remedy under herein shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law.
- (B) You represent and warrant to the Company that:
- (i) you have power to execute, deliver and perform your obligations hereunder;

- (ii) this Letter constitutes your valid and legally binding obligations enforceable in accordance with its terms;
 - (iii) the execution, delivery and performance by you of this Letter will not (aa) contravene any existing law, regulation or authorisation to which you are subject or (bb) result in any breach of or default under any agreement or other instrument to which you are a party or are subject;
 - (iv) you are not an undischarged bankrupt or insolvent and have not committed any act of bankruptcy and no step has been taken for any bankruptcy proceedings against you or to appoint any official receiver or assignee in respect of you or your assets or properties;
 - (v) you have discharged your legal obligations under all present and past work engagements, contracts, education bonds and guarantees (collectively referred to as "Prior Obligations") and that the acceptance of this Letter will not cause you to be in breach of Prior Obligations and you agree to indemnify the Company in respect of any loss or damage which they may suffer directly or indirectly from your breach of any Prior Obligations; and
 - (vi) each of the representations and warranties in this Letter will be true and accurate in all respects on and as of each date from the date hereof and during the continuance of your appointment as if made with reference to the facts and circumstances existing on each such date.
- (C) Each of the provisions of this Letter is severable and distinct from the other and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- (D) No purported variation of this Letter shall be effective unless made in writing and signed by and agreed to by you and the Company.
- (E) Every notice, request, demand or other communication under this Letter shall be in writing delivered personally or by prepaid letter and shall be deemed to have been received in the case of a letter when delivered personally or two (2) days after it has been put into the post and shall be sent to the registered office of the Company for the time being (where the recipient is the Company) or your address set out on the first page of this Letter (where you are the recipient) or to such other address as has been notified by you to the Company or vice versa.
- (F) The Schedules to this Letter shall be read with and shall form part of this Letter. In this Letter, where applicable, words importing the singular shall include the plural and vice-versa and references to any statute or provision thereof shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made hereunder or under such re-enactment.

10. Choice of Law and Submission to Jurisdiction

- (A) This Letter shall be governed by and interpreted in accordance with Singapore law.
- (B) You hereby submit to the non-exclusive jurisdiction of the Singapore courts but this Letter may be enforced by the Company in any court of competent jurisdiction.

11. General Rules & Regulations relating to Employees of the Company

You shall be bound by the terms and conditions set out under the Rules as the same is produced and amended from time to time. The terms of the Rules, when available, shall be deemed to be an integral part of this Letter unless expressly stated otherwise. In the event of any conflict between the terms of this contract and the Rules, the terms of this Letter shall prevail. A copy of the most current version of the Rules is attached herewith as General Rules & Regulations relating to Singapore Inspection & Engineering Pte Ltd.

12. You undertake to ensure that you have a valid employment pass and/or Singapore Permanent Residency for the entire duration of your employment hereunder.

Should you accept the terms of this offer as set out in this Letter, please sign and return the duplicate of this Letter in confirmation of your understanding and acceptance of the above terms and conditions.

Yours sincerely



Name: **Craig Rice**
Designation: **Managing Director**

Singapore Inspection & Engineering Pte Ltd

H. VARANDAS
Helder Varandas
Chief Finance Officer
Screening Eagle Technologies AG

I, **Kevin Chang Jian Hern (NRIC: S8915856G)**, hereby confirm my understanding and acceptance of the terms and conditions of the above offer of employment as set out in this Letter.

Signed by
Kevin Chang Jian Hern

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in the presence of:
Jay Lim

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Date: 7th Feb 2023

SCHEDULE 1

Job Scope:

- (i) Must hold and maintain a Civil Aviation Authority of Singapore (CAAS) Class A rotorcraft unmanned aircraft (UA) pilot license to operate a UA up to 25KG.
- (ii) Establish and maintain the Company UA inventory including procurement, registration and maintenance. The UA fleet will initially focus on off-the-shelf multi-rotor aircraft but may include other types of aircraft in the future. The inventory will include all sensors required to perform inspection projects (high-resolution cameras, thermal imaging cameras, Lidar, etc).
- (iii) Develop and continuously improve the Company UA standard operating procedures, work flows, risk and hazard assessments.
- (iv) Work with the CAAS to obtain all necessary UA Operator and Activity Permits.
- (v) Work with all other regulatory authorities as needed to obtain necessary permits for UA operations (Singapore Police Force, IMDA, etc).
- (vi) Work with insurance companies to obtain adequate coverage for UA operations.
- (vii) Plan, organize and execute UA inspection and 3D mapping projects for infrastructure assets (buildings, bridges, tunnels, etc).
- (viii) Manage inspection data post processing for defect labelling, 3D modelling (Pix4D or equivalent software) and inspection reports.
- (ix) Collaborate with all internal and external stakeholders to help develop the UA inspection business.
- (x) Lead and train the Company junior UA pilots to improve their skills and qualifications.
- (xi) Work with Competent Persons (CP) and Professional Engineers (PE) as required.
- (xii) Collaborate with Screening Eagle Dreamlab (SED) R&D engineers to test the latest UA platforms and sensors to continuously improve inspection services.
- (xiii) Collaborate with SED Product Managers and Software Developers to integrate UA inspections into Screening Eagle Technologies' software.
- (xiv) Lead incident management response, trouble shooting, root cause analysis and issue resolution.
- (xv) Establish and maintain project and product documentation.
- (xvi) Submit regular project reports as required by Management.
- (xvii) Travel as and when required.
- (xviii) Provide other support as and when needed.

SCHEDULE 2

- (1) Annual Wage Supplement (AWS) bonus equivalent to one (1) months' fixed salary is awarded (pro rated to months employed in one (1) calendar year till end of year) if still in full employment on 31st December of each calendar year.
- (2) A special extraordinary bonus for an extraordinary contribution to the Company's business performance may be awarded subject to the following criteria:
 - a. Company's Performance
 - b. Personal Goals
 - c. Rapport with the Management and team members
 - d. You are still in full employment on 31st December of each calendar year

but, in any case, awarded at the sole discretion of the Company.

- (3) Any of the above-mentioned bonuses to be decided and awarded at the sole discretion of the Company towards the end of each calendar year and to be paid out in April of the subsequent calendar year. The Company reserves the right not to award any of the above-mentioned bonuses without reason.

(4) Leave entitlements

You will be entitled to the following leave entitlements:-

- (a) Annual Leave Entitlement:
Twenty one (21) working days in each calendar year, Provided That such annual leave entitlement shall not be used to set-off the notice period required under Clause 6(A) of the Letter. Annual leave should be taken in the calendar year in which it is accrued. Notwithstanding the previous, the Company allows the Employees to bring forward a maximum of 50% of their balance annual leave related to the previous year until 30 June of the following calendar year. In exceptional circumstances, and subject to written approval from the Management, the Employee may carry forward more than 50% of balance annual leave to the following calendar year. Unused annual leave lapses after the 30 June of following year without any further right or entitlement, unless it has been agreed that the annual leave may be carried forward as outlined hereunder.
- (b) Sick Leave Entitlement:
Forteen (14) working days in each calendar year where no hospitalisation is involved, Provided That such sick leave entitlement is certified by a medical practitioner.
- (c) Hospitalisation Leave Entitlement:
Sixty (60) working days in each calendar year after deducting any sick leave that has already been taken for that calendar year, where hospitalisation is involved, provided that such hospitalisation leave entitlement is certified by a medical practitioner.

Your annual leave entitlement shall be based on an earned-leave basis. If you have been employed by the Company for not less than three (3) months of continuous service but have not completed 12 months of continuous service, your annual leave entitlement will be pro-rated accordingly. Pro-rated paid annual leave is computed in proportion to the number of completed months of service in a calendar year. Provided that your annual leave entitlement (i) shall not be available before the expiry of your Probation Period; and (ii) must be taken at times convenient to the Immediate Supervisor and sufficient notice of intention to take annual leave must be given to the Immediate Supervisor.