



5-Dec-2022

Muhammad Faizal Bin Mokhtar

Singapore

Dear Faizal

OFFER OF EMPLOYMENT

1. We are pleased to offer you the following appointment with Ackcio Pte Ltd (UEN: 201634798H) herein referred to as "The Company", based on the terms and conditions stated below.

2. **Appointment**

Position Title:	: Operations Executive
Commencement Date:	:
Contract Type	: Permanent
Monthly Base Salary	: SGD 3000
Official Working Hours	: Flexible - See below

You will be reporting to **Mobashir Mohammad, Co-Founder and CTO**, during your employment with The Company.

3. **Compensation, Hours and Benefits**

- (a) Monthly Salary

The monthly pay period will cover from the first day to the last day of every month.

The pay date falls on the twenty-sixth (26th) day of each month. If the pay date falls on a Saturday, Sunday or Public Holiday in Singapore, the pay shall be credited on the preceding working day.

Please maintain confidentiality on all compensation related matters at all times.



(b) CPE

CPF contributions for Singapore Citizens and Permanent Residents will be made by The Company at the prevailing rates established by law. If applicable, your portion of the CPF contributions will be deducted from your monthly salary and credited directly to your CPF account.

(c) Working Days & Hours

The Company's working days are from Monday to Friday. Working hours are flexible although actual working hours may depend on the requirements of your role and Manager.

- 8.00 am to 5.00 pm
- 9.00 am to 6.00 pm
- 10.00 am to 7.00 pm

(d) Annual Leave

Please refer to the updated [Leave Policy](#) for the leave entitlements and treatment.

Where applicable, annual leave will be prorated based on the period of service during the calendar year.

(e) Probation

You will be required to serve a **3 month(s)** probation period after which The Company may confirm your appointment as a permanent employee.

However, The Company may extend the probation period, if it is deemed necessary at The Company's sole and absolute discretion, for a further period not exceeding **3 month(s)** in totality. An accompanying probation extension letter will be issued to you.

Should there be no indication of extension of your probation from the Company, you are automatically deemed as confirmed. No issuance of confirmation letters will be given.



(f) Income Tax

All income accrued in or derived from employment in Singapore will be subject to income tax. You are solely responsible for all your personal income tax obligations.

(g) Bonus (only for non commission based roles)

You will be eligible for a performance bonus every year subject to company performance and your performance. The bonus awards (if any) for every year are paid out in January of the following year.

The bonus payout amount is determined at The Company's sole and absolute discretion.

(h) Revisions

Your salary may be revised at the end of every calendar year subject to company performance and your performance.

Employees must serve at least nine (9) month(s) of continued service with The Company at the end of the calendar year to be eligible for salary revision for that year.

The revision amount is determined at The Company's sole and absolute discretion.

4. In addition to clause 3 above, the following terms and conditions shall apply:

(a) Assignment of Duties

You shall devote your time, knowledge, skill and attention to the performance of such duties within The Company as may be assigned to you from time to time.

(b) Variation

The Company has the right to vary the terms and conditions of your employment as may be necessary from time to time, provided that such variation shall be guided by Singapore law and fair employment practices. The Company shall notify you of any such variation in writing before the date on which it comes into effect.



(c) Invention Assignment and Confidentiality

- 1.1. Purpose of Agreement. I understand that the Company is engaged in a continuous program of research, development, production and/or marketing in connection with its current and projected business and that it is critical for the Company to preserve and protect its proprietary information, its rights in certain inventions and in related intellectual property rights. Accordingly, I am entering into this Agreement, whether or not I am expected to create inventions or other works of value for the Company. As used in this Agreement, "Inventions" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.
- 1.2. Disclosure of Inventions. I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my agreement, whether or not in the course of my agreement, and whether or not patentable, copyrightable or protectable as trade secrets.
- 1.3. Work for Hire; Assigned Inventions. I acknowledge and agree that any copyrightable works prepared by me within the scope of my agreement will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my agreement, whether or not in the course of my agreement, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or actual or demonstrably anticipated research and development (the "Assigned Inventions"), will be the sole and exclusive property of the Company.
- 1.4. Assignment of Rights. I agree to assign, and do hereby irrevocably transfer and assign, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral



Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my agreement with the Company.

“Moral Rights” means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

- 1.5. Proprietary Information. I understand that my agreement by the Company creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be made, created or discovered by me or that may be disclosed to me by the Company or a third party in relation to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company, or any other party with whom the Company agrees to hold such information or materials in confidence (the “Proprietary Information”). Without limitation as to the forms that Proprietary Information may take, I acknowledge that Proprietary Information may be contained in tangible material such as writings, drawings, samples, electronic media, or computer programs, or may be in the nature of unwritten knowledge or know-how. Proprietary Information includes, but is not limited to, Assigned Inventions, marketing plans, product plans, designs, data, prototypes, specimens, test protocols, laboratory notebooks, business strategies, financial information, forecasts, personnel information, contract information, customer and supplier lists, and the non-public names and addresses of the Company’s customers and suppliers their buying and selling habits and special needs.
- 1.6. Confidentiality. At all times, both during my agreement and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company in each instance, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my agreement with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company, and I will not take with me or retain in any form any documents or materials or copies containing any Proprietary Information.
- 1.7. Physical Property. All documents, supplies, equipment and other physical property furnished to me by the Company or produced by me or others in connection with my agreement will be and remain the sole property of the Company. I will return to the Company all such items when requested by



the Company, excepting only my personal copies of records relating to my agreement or compensation and any personal property I bring with me to the Company and designate as such. Even if the Company does not so request, I will upon termination of my agreement return to the Company all Company property, and I will not take with me or retain any such items.

- 1.8. No Breach of Prior Agreements. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality, non-competition, or other agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of my own or of a former employer or third party that are not generally available for use by the public or have not been legally transferred to the Company.
- 1.9. Company Opportunities; Duty Not to Compete. During the period of my agreement, I will at all times devote my best efforts to the interests of the Company, and I will not, without the prior written consent of the Company, engage in, or encourage or assist others to engage in, any other agreement or activity that (i) would divert from the Company any business opportunity in which the Company can reasonably be expected to have an interest, (ii) would directly compete with, or involve preparation to compete with, the current or future business of the Company; or (iii) would otherwise conflict with the Company's interests or could cause a disruption of its operations or prospects.
- 1.10. Notification. I hereby authorise the Company, during and after the term of my agreement, to notify third parties, including, but not limited to, actual or potential customers or employers, of the terms of this Agreement and my responsibilities hereunder.
- 1.11. Injunctive Relief. I understand that a breach or threatened breach of this Agreement by me may cause the Company to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.
- 1.12. Governing Law. This Agreement shall be deemed to be made in Singapore, subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose. The parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Agreement.



1.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

1.14. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

1.15. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

1.16. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

(d) Representation and Indemnity

You hereby represent and warrant to The Company that you are able to enter into this agreement and perform the duties hereunder, and that your entry into this agreement and performance of such duties will not be in breach of any prior or existing contracts, and that in the event of any claims, disputes, or lawsuits against The Company and representatives arising from the execution of the employment contract between The Company and you, you will fully indemnify The Company and its clients, directors, officers, employees, agents and representatives and bear any costs (legal expenses or otherwise) incurred as a result of such claim, dispute or lawsuit against The Company and its stakeholders.



(e) Non-Solicitation And Non-Competition

- 1.1. In consideration of the employment of you by the Company, you agree to the obligations under this clause, which you acknowledge reasonably protects the Company's legitimate business interests, including but not limited to the Company's legitimate interest in protecting its Confidential Information, without unreasonably restricting your ability to earn a living after leaving the Company.
- 1.2. You covenants with and undertakes to the Company that so long as you remain an employee of the Company, you shall not, without obtaining the prior written consent of the Company:
 - 1.2.1. carry on (whether alone or in partnership or joint venture with anyone else) or otherwise be concerned with or interested in (whether as trustee, principal, agent, shareholder, director, employee, unit holder or in any other capacity) any business similar to or competitive with the business of the Company conducted in Singapore or any other countries or territories in which the Company has operations during your employment and upon the termination or expiry of this Agreement, the same restrictions shall continue to apply for another 12 months thereafter in respect of the business of the Company conducted in such countries and territories in which the Company has operations on the date of termination or expiry of this Agreement;
 - 1.2.2. solicit or entice away or attempt to solicit or entice away from the Company the custom of any person, firm or company or organisation who shall at any time during your employment been a customer, supplier, client or agent of the Company or in the habit of dealing with the Company and upon the termination or expiry of this Agreement, the same restrictions shall apply for another 12 months in respect of any person, firm or company or organisation who had during the 12 months' prior to the termination or expiry of this Agreement been a customer, supplier, client or agent of the Company or in the habit of dealing the with the Company;
 - 1.2.3. solicit or entice away or attempt to solicit or entice away from the Company any person who at any time during your employment is a director, officer, manager or employee of the Company whether or not such person would commit a breach of his contract of employment by reason of leaving such employer and upon the termination or expiry of this Agreement, the same restrictions shall continue to apply for another 12 months thereafter in respect of any person who during the



12 months' prior to the termination or expiry of this Agreement was a director, officer, manager or employee of the Company whether or not such person would commit a breach of his contract of employment by reason of leaving such employer, or

1.2.4. cause or permit or suffer any other person directly or indirectly controlled by it to do any act specified in clause 1.2.1, 1.2.2 or 1.2.3.

1.3. You acknowledge that:-

1.3.1. the provisions of clause 1.1 constitute entirely separate and independent restrictions on you; and

1.3.2. the duration, extent, geographical and territorial restriction and application of each of the restrictions are no greater than necessary for the protection of the goodwill of the business of the Company.

1.4. You acknowledge and agree that damages will not be an adequate compensation for any breach by you of your obligations under this clause (d) and you hereby consent and agree to the application, in the event of such breach, by the Company for equitable remedies (including without limitation, injunctive relief) for any breach.

(f) Termination of Employment by Notice

Either party may at any time terminate your employment by giving the other party written notice of the termination or payment of salary in lieu of such notice.

The notice period required for termination shall be **0.5 month(s)** while you are on probation and **0.5 month(s)** after you have been confirmed by The Company.

For the avoidance of doubt, all benefits, bonuses, eligibility in any schemes, payouts, allowances, reimbursements, insurance cover or any other entitlement, shall cease upon the termination of employment. All sums owing by you to The Company must be fully paid before the last day of your employment. Without prejudice to The Company's other rights and remedies, The Company may deduct, by way of salary deduction or otherwise, any sum owing by you to The Company.



5. Acceptance of Offer

This Contract is subject to the following conditions being met, failing which The Company may, notwithstanding your acceptance of our Contract, terminate your employment forthwith whereupon neither party shall have any claim against the other save for any salary or other rights accrued up to the date of termination: -

- (a) A valid work pass (if you are not a Singapore citizen or Singapore permanent resident); and

By your acceptance of this Contract, you hereby consent to The Company using all personal data that you have provided, whether such personal data relates to you or to a third party, for the purposes of managing this employment relationship.

- 6. If the above terms and conditions are acceptable to you, please sign the duplicate of this letter and return it to us within 7 days from the date thereof. Otherwise, this offer will automatically lapse. Should you, regrettably, be unable to accept our offer, please return this letter and all enclosures to us.
- 7. Please feel free to call us if you have any queries. We look forward to welcoming you on board.

Yours sincerely,

Nimantha Baranasuriya
CEO & Co-founder



ACCEPTANCE OF OFFER OF EMPLOYMENT

I, **Muhammad Faizal Bin Mokhtar** (Name), NRIC/FIN/passport no.
S8533097G, have read and understood the terms and conditions in
your offer of employment.

I hereby accept your offer of employment on the terms and conditions stated
therein.

Faizal

Signature