



Potato Play Pte. Ltd.

EMPLOYMENT CONTRACT

Signers: Kingsley Joseph (Potato Play Pte. Ltd.), Louis Koh

Employee Name:

Louis Koh [Kingsley Joseph]

Employee's ID document (Singapore NRIC/FIN or Passport):

Louis_NRIC.pdf [Louis Koh]

We are pleased to offer you (hereinafter referred to as "you" or the "Employee") the post of

Digital Marketing Manager [Kingsley Joseph]

at Potato Play Pte. Ltd. (ADDRESS: 71 Ayer Rajah Crescent #05-03, Singapore 139951, UEN: 201820488R) (the "Company") with effect from

April 18, 2022 [Kingsley Joseph]

Listed below are the terms and conditions of your appointment.

1. REPORTING LINE

You will report to:

VP of Marketing [Kingsley Joseph]

or any other person designated by the Management. Your duties and responsibilities will be communicated to you in due course.

2. WORKING HOURS/DAYS

The Company practices a 5 day working week with the following working hours:

Monday – Friday: 9am – 6pm

Lunch break: 1 Hour

3. SALARY

Your BASIC MONTHLY SALARY shall be

6400 [Kingsley Joseph]

The salary will be paid on the last working day of each calendar month.

4. PROBATION AND NOTICE OF TERMINATION OF CONTRACT

There will be a [3] months' probation period immediately following the commencement date of your employment (the "Probation Period").



During the probation period, either party may terminate the employment contract by giving 1 week's written notice or the Company may make the equivalent salary payment in lieu of notice.

After the probation period, the Company or you may terminate your employment by giving to the other party prior written notice of at least [1] months, or [1] months' salary in lieu of notice.

5. CENTRAL PROVIDENT FUND (CPF)

If the Employee is or becomes a citizen or permanent resident of Singapore, the Company and you will make the mandatory monthly contribution towards the CPF in accordance with the Central Provident Fund Act, Chapter 36.

6. TAXES

You shall be solely responsible for your own taxes whether imposed, levied or assessed or payable on any sums paid and/or benefits provided to you by the Company in Singapore or in another country. Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding and other taxes leviable or payable and the Company shall in such case be entitled to deduct or retain the amount of such tax from any sum payable to you.

7. EXPENSES

The Company will reimburse authorized expenses incurred by you in the discharge of your duties during the course of your employment. All claims for reimbursement of expenses shall be supported by documents including invoices and evidence of payment. All claims must be approved by your immediate superior.

8. LEAVE ENTITLEMENT

8.1 ANNUAL LEAVE

If you have served for at least 3 months, you will be entitled to 14 days of paid leave for the first 12 months of continuous service. If you have served more than 3 months of continuous service but have not completed each year of service, the leave entitlement will be pro-rated accordingly. Pro-rated paid leave is computed in proportion to the number of completed months of service in the year.

8.2 MEDICAL LEAVE

You are entitled to the following paid medical leave:

- **8.2.1** No hospitalization: Maximum 14 days each year
- **8.2.2** If hospitalized: Maximum 60 days (including the 14 days in 8.2.1) each year

You will get sick leave after three months of employment. Before that, any sick leave taken will be considered unpaid leave. You must notify the employer as soon as possible if you are absent on sick leave. You will be required to produce a medical certificate.

8.3 COMPASSIONATE LEAVE

You are entitled up to 5 consecutive working days of paid compassionate leave in the event of the demise of a member of your immediate family which for the purpose of this clause shall include siblings, children (birth



children & legally adopted), spouse, parents, parents-in-laws and grandparents.

8.4 MARRIAGE LEAVE

You are granted up to 3 working days paid leave on occasion of your legal marriage. Such leave must be consumed consecutively within 1 year from date of registration of marriage and be supported by marriage certificate.

9. EMPLOYEE'S OBLIGATIONS

9.1 You shall use your best endeavors to promote the interests of the Group Company and in particular shall not at any time be guilty of any willful act or conduct causing or calculated to cause damage to the Group Company, its property or reputation.

9.2 You shall not at any time during the currency of your employment hereunder (without the Company's prior written consent) be engaged or interested in any capacity either directly or indirectly and whether for reward or gratuitously in any business, trade or occupation whatsoever other than the business of the Company.

9.3 You shall keep secret and shall not at any time (whether during the currency of your employment or thereafter) use or attempt to use for your own or another's advantage, or reveal to any person, firm or company, any Confidential Information, including but not limited to, any trade secrets, secret or confidential operations, processes, business methods, dealings or information which you knew or ought reasonably to have known to be of a secret or confidential nature concerning the organization, business, finances, transactions or affairs of the Group Company which may have come to your knowledge during the course of your employment hereunder. The restriction herein shall not apply:

9.3.1 to any disclosure or use authorized by the Company or required by law or in the course of the discharge of your duties hereunder; or

9.3.2 to any trade secrets, secret or confidential operations, processes, business methods, dealings or information concerning the organization, business, finances, transactions or affairs of the Group Company which may have come into the public domain through no act or default on your part.

For the avoidance of doubt, this clause 9.3 shall not operate so as to prevent you from using your own personal skill in any business in which you may be lawfully engaged after your employment with the Company is terminated, so long as this does not involve the use of any Confidential Information of the Group Company in any manner.

9.4 Subject to clauses 9.5 and 9.6, if you in the course of your employment, create, make, develop, write, reduce to practice, produce, conceive, or make any improvement upon any Works in whole or in part, whether alone or in conjunction with any other employee or employees of the Company, all rights (including Intellectual Property Rights), title and interest in and to such Works (hereinafter collectively known as "Company's Rights") shall vest in the Company unless otherwise agreed between the Company and you. In addition, by operation of this clause 9.4, you hereby assign to the Company all such Works (including all rights (including Intellectual Property Rights), title and interest in and to such Works) to which you may at any time be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, for the full period of the protection of such Works including all renewals, reversions and extensions. At the request and expense of the Company, you hereby agree to do all such acts and execute all such documents as may be necessary to vest the Company Rights in the Company with the intent that all such Works shall become the sole and absolute property of the Company or their nominees.

9.5 Insofar as any of the Works referred to in Clause 9.4:

9.5.1 are a result of any of your prior inventions which do not contain and where no Confidential Information was



used at; or

9.5.2 arise out of any activities pursued by you outside the course of your employment, (together, the "Personal Works"),

all rights to such Personal Works shall continue to vest in you, provided always that no Group Company Confidential Information or any Group Company proprietary information was used to create, make, develop, write, reduce to practice, produce, conceive, or make any improvement upon any such Personal Works, in whole or in part. If any of such Personal Works are used by you in the course of your employment for the Company for any activity or business of the Company, you must notify Company of such prior to using or incorporating such Personal Works into any Works and you hereby grant to the Group Company a perpetual, irrevocable and non-exclusive right and license to use, exploit, license, distribute, sell, improve, enhance, modify, create derivative works of and copy the Personal Works for the benefit of the Group Company for such activity or business of the Company.

9.6 If, for any reason, you fail to take any necessary action required to complete such assignment as referred to in clause 9.4, by operation of this clause 9.6 you shall be deemed to have appointed any Director as your attorney, with full power to execute, complete, and deliver any document or instrument or to take any other action, in order to complete such assignment. You hereby agree to confirm and ratify the acts of any Director acting as your attorney under this clause 9.6.

For the purposes of this clause 9, the following definitions shall apply:

"Confidential information" shall mean:

9.6.1 any information of a confidential nature (whether trade secrets, other private or secret information including secrets and information relating to corporate strategy, business development plans, product or service designs, methodologies and processes, technology, intellectual property, business contacts, terms of business with customers and potential customers and/or suppliers, annual budgets, management accounts and other financial information);

9.6.2 any confidential report or research undertaken by or for the Company or any Group Company before or during the course of the Employee's employment; (iii) lists or compilations of the names and contact details of the individuals or clients and counterparts with whom the Company or any Group Company transacts business; and/or

9.6.3 details of all computer systems, whether front or back office, and/or data processing or analysis software and programs developed by or for the Company or any Group Company;

9.6.4 details of the requirements, financial standing, terms of business and dealings with any Company or Group Company of any client of the Company or any Group Company;

9.6.5 methods of manufacturing, developing, storing, distributing, supporting, maintaining and labelling any products manufactured or developed by the Company or any Group Company;

9.6.6 contact details of all employees and directors of the Company or any Group Company together with details of their remuneration and benefits; and/or

9.6.7 information so designated by the Company or any Group Company or which to the Employee's knowledge has been supplied to the Company or any Group Company subject to any obligation of confidentiality.

"Group Company" shall mean the Company and any of its subsidiaries, holding companies, or related companies, as defined by the Companies Act (Chapter 50 of Singapore).

"Intellectual Property Rights" shall mean all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names and domain names, rights in get-up, rights protecting goodwill and reputation or to sue



for passing off, unfair competition rights, layout design rights, registered designs, designs rights, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and all other similar or corresponding proprietary rights and all applications for the same, in each case whether presently existing or created in the future, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

“Works” shall mean inventions, discoveries, ideas, processes, methods, works of authorship, software, programs, scripts, any code of any type or language, data, databases, developments, concepts, documents, articles, reports and/or any other material that is related in any way to the services of the Employee or activities or business of the Company, whether or not patentable, copyrightable or subject to other forms of protection. For the avoidance of doubt, commonly accepted general industry knowledge not specific or proprietary to the Company shall not be deemed to be Works.

10. SPECIFIC PERFORMANCE

Each party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that each party may have at law or in equity, including without limitation a right for damages.

11. GOVERNING LAW

This agreement shall be construed and governed by the laws of Singapore. Both the Company and you irrevocably submit to the non-exclusive jurisdiction of the Singapore Courts.

12. GENERAL

Any changes to this agreement will only be valid if they are in writing and have been agreed and signed by both parties.

We trust that you will find the terms and conditions acceptable. We look forward to a mutually rewarding working relationship. Please digitally sign this letter, if you accept the terms and condition, within five (5) days from the date of this letter, failing which this offer shall be deemed to be withdrawn.



Electronic Signatures

Kingsley Joseph

(digital representation of the signature)

Kingsley Joseph

Potato Play Pte. Ltd.

March 16, 2022 09:44

Email: kingsley@potatoplay.com

Louis Koh

(digital representation of the signature)

Louis Koh

March 16, 2022 11:48

Email: louis.koh@gmail.com

Audit trail

March 16, 2022 09:42

Contract is sent to Kingsley Joseph kingsley@potatoplay.com

March 16, 2022 09:42

Viewed by Kingsley Joseph

March 16, 2022 09:42

Email address verified Kingsley Joseph kingsley@potatoplay.com

March 16, 2022 09:44

Signed by Kingsley Joseph (IP: 116.86.57.46)

March 16, 2022 09:44

Contract is sent to Louis Koh louis.koh@gmail.com

March 16, 2022 09:50

Viewed by Louis Koh

March 16, 2022 09:50

Email address verified Louis Koh louis.koh@gmail.com

March 16, 2022 11:48

Signed by Louis Koh (IP: 118.200.97.229)

March 16, 2022 11:48

Document finalized

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