

Wednesday, 7 October 2020

Muhammad Hakeym bin Abd Rashid
289C Punggol Place #02-857
Singapore 823289

Dear Hakeym,

LETTER OF OFFER

Further to our interviews, we are pleased to offer you to join our professional team for Ion Mobility Pte. Ltd. ("Company") as **Mechanical Design Engineer**.

This offer is contingent upon your execution of this letter, with an estimated start date of 9 Nov 2020, or another date to be determined between you and your manager.

JOB REQUIREMENTS:

The services you will be required to perform are as per what was discussed during the interview process with representatives of the Company and/or where relevant, any Job Description appended to this Letter of Offer. You will be reporting to our Vice President (Vehicle Engineering). The Company's organization structure and your reporting manager(s) may be adjusted from time to time based on adjustments to the company's business strategy and operations.

EMPLOYMENT PERIOD:

You will be employed with permanent status subject to 3 (three) months probationary period. Upon confirmation, your performance will be subject to interim and annual performance reviews.

COMPENSATION & BENEFITS

1. Monthly Salary/Allowances

- a. Your remuneration package will be set at a gross salary of ~~SGD 6,000~~ per month.
- b. There is no change to your gross monthly salary upon confirmation.
- c. There are no other allowances granted to you.

2. Fixed/Variable Bonuses

- a. There will be no Annual Wage Supplement (AWS) for your employment with us.
- b. The Company reserves the right but does not have the obligation to consider and award you with a Variable Bonus (VB) of up to 3 months of your gross monthly salary based on a combination of qualitative and quantitative evaluation, including

but not limited to your personal and team accomplishments, as well as the Company's overall business and stage of growth.

3. *This section has been intentionally deleted.*

4. **Employment Visa**

In view of the fact that you are a Singapore Citizen, this paragraph has been intentionally deleted.

5. **Travel & Business Expenses**

Upon obtaining your manager's approval, you will be reimbursed for reasonable travel and transportation expenses incurred in the course of execution of duties, including but not limited to flights, accommodations, taxi and highway toll fares and any other appropriate business-related expenses. For the avoidance of doubt, you will not be reimbursed for travel from home to work or vice versa.

6. **Annual Leave**

Upon confirmation, you will be entitled to paid annual leave. We do not set a fixed maximum number of leave days for our employees. However, there is a minimum number of leave days employees are required to take, which depends on an employee's tenure of employment with the Company, and which complies with the minimum annual leave entitlement under the Employment Act. Any paid leave is subject to your direct manager's approval.

7. **Medical Plan**

The Company will consider purchasing an appropriate medical insurance plan to provide reasonable Singapore-based and overseas health and travel coverage for yourself at a minimum. For out-of-coverage claims, with your Manager's approval, Company may provide a per-visit reimbursement cap of S\$25 for out-of-coverage items resulting in incidental (and not major or chronic) medical expenses as a consequence of your work for the Company. For the avoidance of doubt, Company will not cover your personal dental expenses.

8. *This section has been intentionally deleted.*

9. Beyond statutory requirements by the Singapore Ministry of Manpower, the Company shall be responsible for providing you with the necessary documentation but shall not be responsible for any individual income taxes incurred in Singapore. The Company shall work closely with you on a best efforts basis to ensure that your overseas travel will not result in you being required to pay income taxes in those countries, including but not limited to securing multi-entry visas or work visas for your legitimate stay in said foreign countries.

10. The Company periodically reviews its prevailing benefits as part of its ongoing human resource optimisation and reserves the right to make changes to all of the above-mentioned benefits.

11. **Other Clauses**

a. **TERMINATION:**

Termination by either the company or you at any time for performance reasons or any reasons can be done with 6 weeks written notice or with a reasonable transition period based on discussion and mutual agreement with your manager.

b. NO COMPETE:

Following the company's 'code of conduct', you are expected not to join any competing players in the industry locally within 18 (eighteen) months upon your departure or termination from the Company, the list of which shall be provided to you in the unlikely event that you are no longer an employee of the Company.

c. CONFIDENTIALITY:

You agree that all information obtained during your employment period shall be kept confidential and shall not be disclosed to any other parties. Any information materials obtained should immediately returned to the Company upon termination of employment period.

d. NO MOONLIGHTING:

As a condition of your employment, you shall not engage in full or part-time external commercial engagements or employment of any kind without written prior approval of a Director of the Company.

e. OTHER DOCUMENTATION:

As part of your employee on-boarding, you shall be required to execute a **Proprietary Information & Inventions Agreement** to safeguard mutual interests with respect to any prior intellectual property that you have created, as well as the Company's interests and confidential information during and after your stint with us.

The offer letter shall be subject to your timely execution of this document, and upon your (or our) fulfilment of any other pre-requisites mentioned in this Letter of Offer. We also take all the information you provide to us as true and correct; failure to do so will grant us to the right to terminate this offer letter without any liabilities on our part.

If you are agreeable to the conditions of the offer indicated above, please confirm it by e-signing the original copy of this letter (e-sign request to be initiated by Company) as an indication of your acceptance.

We are delighted to offer you this role and look forward to a fruitful and exciting engagement with you.

This offer is valid until 12 October 2020.

Approved By:

Accepted By:

A handwritten signature in black ink, appearing to read 'Chang'.

Chang Chung Yhow Joel
Co-founder, Director & COO

07 / 10 / 2020

A handwritten signature in black ink, appearing to read 'Muhammad'.

Muhammad Hakeym bin Abd Rashid
Singapore NRIC: S8945289I
Mobile No.: +65 9159 7015

07 / 10 / 2020

Proprietary Information and Inventions Agreement

This agreement (the “**Agreement**”) between **Ion Mobility Pte. Ltd.** (UEN 201932713K), a private company registered in the Republic of Singapore (the “**Company**”), and the individual identified on the signature page to this Agreement (“**me**” or “**I**”) will take effect from 9 November 2020, which shall be the same day that my contractual relationship with the Company as an employee, the terms of which are subject to a separate agreement (“**Main Agreement**”), commences. I acknowledge that this Agreement is a material part of the consideration for the Company to enter into the Main Agreement with me, and for the Company to continue its relationship with me under the Main Agreement. In exchange for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and I (each “**a party**” and collectively, “**the parties**”) agree as follows:

1. No Conflicts

I have not made, and agree not to make, any agreement, oral or written, or enter into any binding obligation, that is in conflict with the terms of this Agreement or my obligations under the Main Agreement. I will not violate any agreement with or the rights of any third party. When acting within the scope of my powers and responsibilities under the Main Agreement (or otherwise on behalf of the Company), I will not use or disclose my own or any third party’s confidential information or intellectual property (collectively, “**Restricted Materials**”), except as expressly authorized by the Company in writing. Further, I have not retained anything containing or reflecting any confidential information of a prior employer or other third party, whether or not created by me.

2. Inventions

a. **Definitions.** “**Intellectual Property Rights**” means any and all patent rights, copyright rights, trademark rights, mask work rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor). “**Invention**” means any idea, concept, discovery, invention, development, research, technology, work of authorship, trade secret, software, firmware, content, audio-visual material, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, prototype, circuit, layout, mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, whether or not it may be patented, copyrighted, trademarked or otherwise protected (including all versions, modifications, enhancements and derivative works thereof).

b. **Assignment.** To the fullest extent under applicable law, the Company shall own all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by me during the term of the Main Agreement with the Company and which arise out of any use of Company’s facilities, resources or assets or any research or other activity conducted by, for or under the direction of the Company (whether or not (i) conducted at the Company’s facilities, (ii) during working hours or (iii) using Company assets), or which are useful with or relate directly or indirectly to any “**Company Interest**” (meaning any product, service, other Invention or Intellectual Property Right that is sold, leased, used, proposed, under consideration or under development by the Company). I will promptly disclose and provide all of the foregoing Inventions (the “**Assigned Inventions**”) to the Company. I hereby make and agree to make all assignments to the Company necessary to effectuate and accomplish the foregoing ownership and to sign, deliver and execute any document requested by the Company to give effect to the foregoing assignments. Assigned Inventions shall not include any Invention that

is both (x) developed entirely on my own time, without use of any Company assets, ideas or direction and (y) not useful with or related to any Company Interest.

c. **Assurances.** I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its officers as my agents and attorneys-in-fact, coupled with an interest, to act for and in my behalf to execute and file any document and to perform all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

d. **Other Inventions.** If I wish to clarify that something created by me prior to the commencement of the Main Agreement, which relates or may relate to the Company's actual or proposed business, is not within the scope of the assignment of Inventions under this Agreement, then I have listed it on Appendix A. If (i) I use or disclose any Restricted Materials (including anything listed in Appendix A) when acting within the scope of my employment (or otherwise on behalf of the Company), or (ii) any Assigned Invention cannot be fully made, used, reproduced or otherwise exploited without using or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable, sub-licensable right and license to exploit and exercise all such Restricted Materials and Intellectual Property Rights therein. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

e. **Moral Rights.** To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure, withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, droit moral or the like (collectively, "**Moral Rights**"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company. Furthermore, I agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the Company may and is hereby authorized to use my name, likeness and voice in connection with promotion of its business, products and services and to allow others to do so.

3. Proprietary Information

I agree that all Assigned Inventions and all other financial, business, legal and technical information, including the identity of and any other information relating to the Company's employees, Affiliates and Business Partners (as such terms are defined below), which I develop, learn or obtain during the term of the Main Agreement or that are received by or for the Company in confidence, constitute "**Proprietary Information**". I will hold in strict confidence and not directly or indirectly disclose or, except within the scope of my duties and responsibilities under the Main Agreement, use any Proprietary Information. Proprietary Information shall not include information that, I can document, is or becomes readily available to the public without restriction through no fault of mine. Upon termination of the Main Agreement, I will promptly return to the Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (a) my compensation records, (b) materials distributed to shareholders¹ generally and (c) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to the Company's networks, telecommunications systems or information processing systems

¹ if any and applicable, as a holder of Employee Stock Options or Restricted Stock Units issued by the Company to me

(including, without limitation, stored computer files, email messages and voice messages), and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice, regardless of whether such activity occurs on equipment owned by me or the Company. I further agree that any property situated on the Company's premises and owned, leased or otherwise possessed by the Company, including computers, computer files, email, voicemail, storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

4. Restricted Activities

For the purposes of this Section 4, the term Company includes the Company and all other persons or entities that control, are controlled by or are under common control with the Company ("**Affiliates**").

a. **Definitions.** "**Any Capacity**" includes, without limitation, to (i) be an owner, founder, shareholder, partner, member, advisor, director, consultant, contractor, agent, employee, affiliate or co-venturer, (ii) otherwise invest, engage or participate in, (iii) be compensated by or (iv) prepare to be or do any of the foregoing or assist any third party to do so; provided, Any Capacity will not include being a holder of less than one percent (1%) of the outstanding equity of a public company or any equity holding in any business competing or otherwise prior to this agreement. For the avoidance of doubt, I will declare all prior ownership of equity, stock options or instruments in any business to the Company under Appendix B. "**Business Partner**" means any past, present or prospective customer, vendor, supplier, distributor or other business partner of the Company. "**Cause**" means to recruit, employ, retain or otherwise solicit, induce or influence, or to attempt to do so. "**Solicit**" means to (1) service, take orders from or solicit the business or patronage of any Business Partner for myself or any other person or entity, (2) divert, entice or otherwise take away from the Company the business or patronage of any Business Partner, or to attempt to do so, or (3) solicit, induce or encourage any Business Partner to terminate or reduce its relationship with the Company.

b. Acknowledgments.

i. I acknowledge and agree that (1) the Company's business is highly competitive, secrecy of the Proprietary Information is of the utmost importance to the Company and I will learn of and use Proprietary Information in performing my work for the Company and (2) my position may require me to establish goodwill with Business Partners and employees on behalf of the Company and such goodwill is extremely important to the Company's success and that the Company has made substantial investments to develop its business interests and goodwill.

ii. I agree that the limitations as to time, geographical area and scope of activity to be restrained in this Section 4 are reasonable and are not greater than necessary to protect the goodwill or other business interests of Company. I further agree that such investments are worthy of protection and that Company's need for protection afforded by this Section 4 is greater than any hardship I may experience by complying with its terms.

iii. I acknowledge that my violation or attempted violation of the agreements in this Section 4 will cause irreparable damage to Company or its Affiliates, and I therefore agree that Company shall be entitled as a matter of right to an injunction, from any court of competent jurisdiction, restraining any violation or further violation of such agreements by me or others acting on my behalf. The Company's right to injunctive relief shall be cumulative and in addition to any other remedies provided by law or equity.

iv. Although the parties believe that the limitations as to time, geographical area and scope of activity contained herein are reasonable and do not impose a greater restraint than necessary to protect the goodwill or other business interests of Company, if it is judicially

determined not to be the case, the limitations shall be reformed to the extent necessary to make them reasonable and not to impose a restraint that is greater than necessary to protect the goodwill or other business interests of Company.

v. The Company and I agree that the provisions of this Section 4, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

c. **Performance of my obligations under the Main Agreement.** During the term of the Main Agreement, I will not directly or indirectly: (i) Cause any person to leave their employment with the Company (other than terminating subordinate employees in the course of my duties for the Company); (ii) Solicit any Business Partner; (iii) act in Any Capacity in or with respect to any commercial activity which competes, or is reasonably likely to compete, with any business that the Company conducts, proposes to conduct or demonstrably anticipates conducting, at any time during my employment (a “**Competing Business**”); (iv) enter into in an employment, consulting or other similar relationship with another person or entity that requires a significant time commitment without the prior written consent of the Company; or (v) make, or cause to be made, any statements, observations, or opinions, or communicate any information (whether oral or written), that disparages or is likely in any way to harm the reputation of the Company, its customers, users and/or business partners except that nothing contained in this Agreement shall be deemed to prohibit me from testifying truthfully under oath pursuant to any lawful court order or subpoena or otherwise responding to or providing disclosures required by law.

d. **After Termination.** For the period of twenty four (24) months immediately following termination of the Main Agreement (for any or no reason, whether voluntary or involuntary), I will not directly or indirectly: (i) Cause any person to leave their employment with the Company; (ii) Solicit any Business Partner; or (iii) act in Any Capacity in or with respect to any Competing Business located anywhere in the world. The foregoing time frames shall be increased by the period of time from the commencement of any violation of the foregoing provisions until such time as I have cured such violation.

5. No Implied Employment or Relationship as Independent Contractor

I agree that this Agreement does not imply any right to being engaged as an employee or independent contractor of the Company nor in any other capacity for any particular term. In addition, both the Company and I each have the right to terminate the Main Agreement or any other agreement to which the Company and I are party to, in accordance with the terms of such an agreement. This Agreement does not purport to set forth all of the terms and conditions of the Main Agreement, and I have obligations to the Company which are not described in this Agreement. However, the terms of this Agreement govern over any such terms that are inconsistent with this Agreement, and supersede the terms of any similar form that I may have previously signed. This Agreement can only be changed by a subsequent written agreement signed by the Chief Executive Officer or President of the Company, or an authorized designee.

6. Survival

I agree that any change or changes in the Main Agreement after the signing of this Agreement shall not affect the validity or scope of this Agreement. I agree that my obligations under Sections 2, 3 and 4 of this Agreement shall continue in effect after termination of the Main Agreement, regardless of the reason, and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers or any party which intends to engage me as an independent contractor to perform services that are similar to my responsibilities and

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obligations under the Main Agreement (“**Potential Clients**”). I will provide a copy of this Agreement to any potential or future employers of mine and any Potential Clients, so that they are aware of my obligations hereunder. My obligations under Sections 2, 3 and 4 also shall be binding upon my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company, its Affiliates, successors and assigns. This Agreement may be freely assigned by the Company to any third party.

7. Miscellaneous

Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of Singapore without regard to the conflict of laws provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively before the courts of the Republic of Singapore, and each party consents to the jurisdiction thereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable. I acknowledge and agree that any breach or threatened breach of this Agreement will cause irreparable harm to the Company for which damages would not be an adequate remedy, and, therefore, the Company is entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, WITH THE UNDERSTANDING THAT I EITHER (1) HAVE RETAINED A COPY OF THIS AGREEMENT OR (2) MAY, AT ANY TIME, REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY.

A handwritten signature in black ink, appearing to read 'Hakeym'.

Signature: _____

Name: Muhammad Hakeym bin Abd Rashid

Dated: 07 / 10 / 2020

RECEIPT ACKNOWLEDGEMENT:

Ion Mobility Pte. Ltd.

A handwritten signature in black ink, appearing to read 'Chang'.

Signature: _____

Name: Chang Chung Yhow Joel

Title: Director & COO

Dated: 07 / 10 / 2020

Appendix A – Exclusion of Prior Inventions

Ladies and Gentlemen:

1. The following is a complete list of all Inventions relevant to the subject matter of my relationship with the Company under the terms of the Main Agreement that have been made or conceived or first reduced to practice by me, alone or jointly with others or which has become known to me prior to my employment by the Company. I represent that such a list is complete.
- No relevant prior inventions requiring disclosure

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Signature: _____

Name: Muhammad Hakeym bin Abd Rashid

Dated: _____ 07 / 10 / 2020

Appendix B – Declaration of Prior Ownership of Any Instrument

Ladies and Gentlemen:

1. The following is a complete list of any ownership or interest relevant to the subject matter of my relationship with the Company under the terms of the Main Agreement that I own, either directly or indirectly by me or legal entities that I control prior to my employment by the Company. I represent that such a list is complete.
- No relevant ownership or interest requiring disclosure

A handwritten signature in black ink, appearing to read "Muhammad Hakeym bin Abd Rashid".

Signature: _____

Name: Muhammad Hakeym bin Abd Rashid

Dated: 07 / 10 / 2020 _____

TITLE	Ion Mobility - SG Letter of Offer, Proprietary Info &...
FILE NAME	Ion Mobilit...Hakeym).pdf and 1 other
DOCUMENT ID	7f0cb55e165cbb71ce54322f00d3c8f1030f07e5
AUDIT TRAIL DATE FORMAT	DD / MM / YYYY
STATUS	● Completed

Document History



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18:14:14 UTC+8

Sent for signature to Muhammad Hakeym bin Abd Rashid (mhdhakeym786@gmail.com) and Chang Chung Yhow Joel (joel@ionmobility.asia) from james@siliconstraits.com
IP: 223.25.82.38



07 / 10 / 2020
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Viewed by Chang Chung Yhow Joel (joel@ionmobility.asia)
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07 / 10 / 2020
18:15:25 UTC+8

Signed by Chang Chung Yhow Joel (joel@ionmobility.asia)
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Viewed by Muhammad Hakeym bin Abd Rashid (mhdhakeym786@gmail.com)
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Signed by Muhammad Hakeym bin Abd Rashid (mhdhakeym786@gmail.com)
IP: 151.192.65.178



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The document has been completed.