

AIDRIVERS SINGAPORE PTE LTD

and

YEO KOK SENG

EMPLOYMENT CONTRACT

THIS AGREEMENT is dated 21 September 2021.

PARTIES

- (1) **AIDRIVERS SINGAPORE PTE LTD** and registered in Singapore with UEN 201842206M 75 Ayer Rajah Crescent #03-17 (the "Employer")
- (2) **YEO KOK SENG** with a registered address at Blk 366 Tampines St 34 #09-165 Singapore 520366 ("the Employee")

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment: means the employment of the Employee by the Employer on the terms of this agreement.

Associated Employer: has the meaning given to it in the Employment Act.

Board: means the board of directors of the Employer (including any committee of the board duly appointed by it).

Capacity: means as an agent, consultant, director, Employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 22 November 2021

Confidential Information: means all and any information however recorded or preserved of the Employer or any of its customers, suppliers or agents which the Employers regards as confidential or in respect of which it owes an obligation of confidentiality to a third part which is not part of the Employee's own knowledge and experiences and which is not readily ascertainable to persons not connected with the Employer either at all or without significant expenditure of labour. Skill or money including, but not limited to, trade secrets, technical data and know how, financial information, pricing structures, customers lists, business strategy relating to the business of the Employer. It does not include any information in respect of which the Employee make a "protected disclosure" within the meaning of the Prevention of Corruption Act 1993.

Employment Inventions: means any Invention which is made wholly or partially by the Employee at any time during the course of their employment with the Employer (whether or not during working hours or using Employers premises or resourced, and whether or not recorded in material form).

Employment IPRs: means Intellectual Property Rights created by the Employee in the course if their employment with the Employer (whether or not during working hours or using Employer premises or resources).

Garden Leave: means any period during which the Employer has exercised its rights under clause 13.5.

Inccapacity: means any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out Employee's duties.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: means any invention, idea, discovery, development, improvement or innovation whether or not patentable or capable of registration, and whether or not recorded in any medium.

Restricted Business: means those parts of the business of the Employer with which the Employee was involved to a material extent in the 12 months prior to termination.

Restricted Customer: means any firm, company or person who, during the 12 months prior , before termination, was a customer or prospective customer of or was in the habit of dealing with the Company with whom the Employee had contact or about whom she became aware or informed in the course of her employment.

Restricted Supplier: means any firm, company or person who during the 12 months prior to Termination was a supplier of or in the habit supplying the Employer with whom the Employee had contact or about whom they became aware or informed in the course of their employment.

Restricted Person: anyone employed or engaged by the Employer who could materially damage the interests of the Employer if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Employee had material dealings in the 12 months prior to Termination in the course of their employment.

SSP: means statutory sick pay.

Staff Handbook: means the Employer's staff handbook as amended from time to time.

Termination: the date of termination of the Employee's employment with the Employer.

- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

2. TERM OF APPOINTMENT

- 2.1. The Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than **1** month prior notice in writing.
- 2.2. The first three months of the Appointment shall be a probationary period and the Appointment may be terminated by either party during this period at any time on two weeks notice or payment in lieu of notice. The employer may, at its discretion, extend the probationary period for up to a further three months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if he has successfully completed his probationary period.
- 2.3. No employment with a previous employer will count towards the period of continuous employment that the Employee has with the Employer.
- 2.4. The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

3. EMPLOYEE WARRANTIES

- 3.1. The Employee represents and warrants to the Employer that, by entering into this contract or performing any of his obligations under it, he/she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him/her.
- 3.2. The Employee warrants that he/she is entitled to work in Singapore without any additional approvals and will notify the Employer immediately if he/she ceases to be so entitled during the Appointment.

4. DUTIES

- 4.1. The Employee shall serve the Employer as a **Operations Manager** or such other role as the Employer considers appropriate. The Employee will report to **Managing Director** or such other person as may be authorized by the Employer and notified to the Employee ("the Line Manager").
- 4.2. The duties and responsibilities can be varied, changed or revised according to Aidrivers Singapore business conditions. Such change(s) shall be discussed with the Employee before the change(s) is/are effective.
- 4.3. During the Appointment the Employee shall:
 - (a) unless prevented by Incapacity, devote the whole of his time, attention and abilities to the business of the Employer.

- (b) diligently exercise such powers and perform such duties as may from time to time be assigned to him by the Employer together with such person or persons as the Employer may appoint to act jointly with him/her;
 - (c) comply with all reasonable and lawful directions given to him by the Employer;
 - (d) promptly make such reports to the Line Manager, and in connection with the affairs of the Employer on such matters and at such times as are reasonably required;
 - (e) report his/her own wrongdoing and any wrongdoing or proposed wrongdoing of any other Employee or director of the Employer to the Line Manager, immediately on becoming aware of it;
 - (f) use his/her best endeavors to promote, protect, develop and extend the business of the Employer; and
 - (g) consent to the Employer monitoring and recording any use that he/she makes of the Employer electronic communications systems for the purpose of ensuring that the Employer rules are being complied with and for legitimate business purposes.
- 4.4. The Employee shall comply with the Employer anti-corruption and bribery policy and related procedures at all times.
- 4.5. The Employee shall comply with any rules, policies and procedures set out in the Staff Handbook, a copy of which has been given to the Employee. The Staff Handbook does not form part of this agreement and the Employer may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this contract shall prevail.
- 4.6. All documents, manuals, hardware and software provided for the Employee's use by the Employer, and any data or documents (including copies) produced, maintained or stored on the Employer computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.

5. PLACE OF WORK

- 5.1. The Employee's normal place of work is 75 Ayer Rajah Crescent #03-17 or such other place which the Employer may reasonably require for the proper performance and exercise of his/her duties.
- 5.2. The Employee agrees to travel on the Employer business (both within Singapore and abroad) as may be required for the proper performance of his/her duties under the Appointment.
- 5.3. During the Appointment the Employee shall not be required to work outside the Singapore for any continuous period of more than two months.

6. HOURS OF WORK

- 6.1. The normal hours of work of the Employee are between **08:30am to 18:15pm** on Mondays to Fridays and such additional hours as are necessary for the proper performance of his/her duties. The Employee acknowledges that he shall not receive further remuneration in respect of such additional hours.
- 6.2. Break time of 1 hour daily.

7. SALARY

- 7.1. The Employee shall be paid a monthly salary of **\$6500** (inclusive of any fees due to the Employee by the Employer).
- 7.2. The Employee's salary shall accrue from day to day and be payable monthly in arrears on or before the **28th** of each month directly into the Employee's bank.
- 7.3. The Employee's salary shall be reviewed by the Line Manager, annually, the first such review to take place on **(18th Dec)**. The Employer is under no obligation to award an increase following a salary review which will be done on yearly basis in December. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 7.4. The Employer may deduct from the salary, or any other sums owed to the Employee, any money owed to the Employer by the Employee and any payments made to the Employee to which he/she is not entitled including, but not limited to, an overpayment of pay and any overpayment of accrued holiday pay.
- 7.5. You are not entitled to Overtime pay.
- 7.6. CPF contributions are payable for Singapore citizens (SCs) and Singapore Permanent Residents (SPRs).

8. INSURANCE

- 8.1. All staffs employed by Employer are fully insured in accordance with the provisions of the Work Injury Compensation Act (WICA).

9. EXPENSES

- 9.1. The Employer shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of GST receipts or other appropriate evidence of payment.
- 9.2. The Employee shall abide by the Employer's policies on expenses as set out in Employee Handbook.

- 9.3. Any credit card supplied to the Employee by the Employer shall be used only for expenses incurred by him/her in the course of the Appointment.

10. ANNUAL LEAVE

- 10.1. The Employer's calendar year runs between **1 January** and **31 December**. If the Appointment commences or terminates part way through a calendar year, the Employee's annual leave entitlement during that calendar year shall be calculated on a pro-rata basis [rounded up to the nearest whole day].
- 10.2. The Employee shall be entitled to 18 days of paid annual leave in each calendar year [inclusive of/in addition to] the usual public holidays in Singapore based on his/her ranking.
- 10.3. Annual leave shall be taken at such time or times as shall be approved in advance by the Line Manager. The Employee will receive an additional 1 day of leave for each year of service, up to a maximum number of 21 days. The Employer allow 50% of leave entitlement to be carried forward to the following calendar year and should be expended within 6 months.
- 10.4. If on termination of the Appointment the Employee has taken more annual leave than his/her accrued annual leave entitlement, the Employer shall be entitled to deduct the excess annual leave pay from the Employee's full-time equivalent salary for each excess day.
- 10.5. If either party has served notice to terminate the Appointment, the Employer may require the Employee to take any accrued but unused annual leave entitlement during the notice period.

11. SICK LEAVE

- 11.1. If the Employee is absent from work due to Incapacity, the Employee shall notify the Line Manager, of the reason for the absence and how long it is likely to last as soon as possible but no later than **08:00am** on the first day of absence. If the Employee fails to notify the Employer of their absence, they may become subject to disciplinary action and not be eligible to receive sick pay.
- 11.2. The employee must produce a medical certificate from the company doctor (if one is appointed), government doctor, or doctor from an approved hospital.
- 11.3. If the Employee is a confirmed staff in the company, the Employee is entitled to 14 days of sick leave per year, and 60 days of hospitalisation leave (inclusive of the 14 days).
- 11.4. If the Employee has worked for at less than 6 months, but at least 3 months, for the company, the Employee is entitled to a pro-rated sick leave and hospitalisation leave per year.

Number of months of service completed	Paid outpatient sick leave (days)	Paid hospitalisation leave (days)
3	5	15
4	8	30
5	11	45
6 and thereafter	14	60

- 11.5. Where the Employee's period of absence commences after they have been notified that they are required to attend a disciplinary investigatory interview or a disciplinary hearing or they are otherwise subject to disciplinary proceedings, the Employee will not be entitled to any sick pay, unless the Employer at its sole discretion decides otherwise.
- 11.6. The Employee agrees to consent to medical examinations (at the Employer's expense) by a doctor nominated by the Employer if it is reasonable to assess the Employee's ability to work. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Employer and the Employer may discuss the contents of the report with the relevant doctor.
- 11.7. The Employer may also require a medical certificate from the Employee's doctor and/or any doctor(s) nominated by it, confirming that the Employee is fit to return to work after any period of absence. The Employer has the right to postpone the Employee's return to work (and the continuance or reinstatement of his/her normal pay, if appropriate until the Employer's nominated doctor has confirmed he/she is fit to return to their current role and duties.
- 11.8. If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Employer of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Board may reasonably require. The Employee shall if required by the Employer, co-operate in any related legal proceedings and refund to the Employer that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Board may reasonably determine less any costs borne by him/her in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Employer in respect of the period of Incapacity.

- 11.9. The rights of the Employer to terminate the Appointment under the terms of this contract apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay or other benefits.

12. CONFIDENTIAL INFORMATION

- 12.1. The Employee acknowledges that in the course of the Appointment he/she will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 12.
- 12.2. It is a condition of the Employee's employment that he/she shall not (except in the proper course of his/her duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organization whatsoever (and shall use his/her best endeavors to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- (a) any use or disclosure authorized by the Employer or required by law;
 - (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorized disclosure; or
 - (c) any protected disclosure within the meaning of the Employment Act.

13. PAYMENT IN LIEU OF NOTICE AND GARDEN LEAVE

- 13.1. Notwithstanding clause 2, the Employer may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by notifying the Employee that the Employer is exercising its right under this clause 13 and that it will make a payment in lieu of notice (**Payment in Lieu**). This Payment in Lieu will be equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 2 (or, if notice has already been given, during the remainder of the notice period) less Central Provident Fund contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
- (a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
 - (b) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
 - (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 13.2. The Employer may pay any sums due under clause 13.1 in equal monthly instalments until the date on which the notice period referred to at clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Employer

of any income so received. The instalment payments shall then be reduced by the amount of such income.

- 13.3. The Employee shall have no right to receive a Payment in Lieu unless the Employer has exercised its discretion in clause 13.1. Nothing in this clause 13 shall prevent the Employer from terminating the Appointment in breach.
- 13.4. Notwithstanding clause 13.1 the Employee shall not be entitled to any Payment in Lieu if the Employer would otherwise have been entitled to terminate the Appointment without notice in accordance with clause 15. In that case the Employer shall also be entitled to recover from the Employee any Payment in Lieu (or instalments thereof) already made.
- 13.5. At any time after notice to terminate this agreement has been given or received by the Employer, the Employer may elect to put the Employee on garden leave for all or part of their notice period. In doing so, the Employer may:
 - 13.5.1. exclude the Employee from all or any premises of the Employer and suspend their access to the Employer's computer and telephone systems;
 - 13.5.2. require the Employee not, without the prior consent of the Employer to engage in any contact (whether or not at their own instance) with any customer, supplier, Employee, director, officer or agent of the Employer which touches and concerns the business affairs of the Employer;
 - 13.5.3. require the Employee to carry out specified duties consistent with their status and experience for the Employer or require the Employee to carry out no duties at all, and;
 - 13.5.4. require the Employee to return to the Employer and not retain copies of all documents, notes, reports, equipment, computer software, keys and passes and any other property that belongs to the Employer or which refers to or contains any Confidential Information and is in the Employee's possession, power or control.
- 13.6. For the avoidance of doubt, the Employee's duties and obligations of confidentiality under this agreement will continue to apply during any period of garden leave.

14. MATERNITY/PATERNITY/SHARED PARENTAL AND CHILDCARE LEAVE

- 14.1. Employees that have been confirmed by the company may be eligible for paid maternity/paternity/shared parental leave.

15. TERMINATION WITHOUT NOTICE

15.1. The Employer may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

- (a) is guilty of any gross misconduct affecting the business of the Employer;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Employer;
- (c) is, in the reasonable opinion of the Board, negligent and incompetent in the performance of his/her duties;
- (d) is declared bankrupt or makes any arrangement with or for the benefit of his/her creditors;
- (e) is convicted of any criminal offence (other than an offence under any road traffic legislation in Singapore or elsewhere for which a fine or non-custodial penalty is imposed)
- (f) is, in the opinion of a medical practitioner [who is treating the Employee] physically or mentally incapable of performing their duties and may remain so for more than three months and the medical practitioner has given a medical opinion to the Employer to that effect;
- (g) ceases to be eligible to work in Singapore;
- (h) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Employer brings or is likely to bring the Employee or the Employer into disrepute or is materially adverse to the interests of the Employer;
- (i) is in breach of the Employer anti-corruption and bribery policy and related procedures; or
- (j) is guilty of a serious breach of any rules issued by the Employer from time to time regarding its electronic communications systems; or

15.2. The rights of the Employer under clause 15.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this contract by the Employee as having brought the contract to an end. Any delay by the Employer in exercising its rights to terminate shall not constitute a waiver thereof.

16. OBLIGATIONS ON TERMINATION

16.1. On termination of the Appointment (however arising) following the service of notice or purported Termination of the Appointment by the Employee, the Employee shall:

- (a) Immediately deliver to the Employer all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Employer or its business contacts, any keys, [credit card] and any other property of the Employer [including any car provided to the Employee], which is in his possession or under his control;

- (b) irretrievably delete any information relating to the business of the Employer stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Employer's premises; and
 - (c) provide a signed statement that he has complied fully with his obligations under this clause 16.1 together with such reasonable evidence of compliance as the Employer may request.
- 16.2. On termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit-sharing scheme operated by the Company in which he may participate.
- 16.3. The Employee agrees to reimburse the Employer for any unreasonable loss or damage to Employer property which was caused by their misconduct, negligence or neglect of duty. Should such a loss not be reimbursed promptly by the Employee, the Employee agrees that the Employer may deduct the appropriate sum from any pay due to the Employee on Termination.

17. INTELLECTUAL PROPERTY

- 17.1. The Employee acknowledges that all Employment IPRs. Employment Inventions and all materials embodying them shall automatically belong to the Employer to the fullest extent permitted by law and the Employee hereby irrevocable assigns to the Employer with full title guarantee, absolutely and free from all encumbrances, all right, title and interest in and to any and all existing an (by way of present assignment of future rights) all future Intellectual Property Rights in the same. Insofar as the same does not vest automatically by operation of law or under this agreement, the Employee holds them on trust for the Employer.
- 17.2. The Employee acknowledges that, because of the nature of their duties and the particular responsibilities arising from the nature of their duties, he/she has and shall have at all times while they are employed by the Employer, a special obligation to further the interests of the Employer.
- 17.3. The Employee agrees:
- 17.3.1. to give the Employer full written details of all Employment inventions promptly on their creation:
 - 17.3.2. at the Employers request and in any event on the termination of their employment to give to the Employer all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs:
 - 17.3.3. not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Employer: and
 - 17.3.4. to keep confidential each Employment Invention unless the Employer has consented in writing to its disclosure by the Employee.

- 17.4. The Employee waives all their present and future moral rights which arise under the Intellectual Property Office of Singapore Act, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 17.5. The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to them. In respect of their compliance with this clause.
- 17.6. The Employee shall execute all documents and do all acts both during and after their employment by the Employer as may, in the opinion of the Employer, be necessary or desirable to best the Employment IPRs in the Employer, to register them in the name of the Employer and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Employer's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Employer agrees to reimburse the Employee's reasonable expense of complying with this clause 17.6.
- 17.7. The Employee agrees to give all necessary assistance to the Employer to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights where appropriate throughout the works, and for the full term of those rights.
- 17.8. The Employee hereby irrevocably appoints the Employer to be their attorney in their name and on their behalf to execute documents, use their name and do all things which are necessary or desirable for the Employer to obtain for itself or its nominee the full benefit of this clause. The Employee acknowledges that a certificate in writing signed by any director or the secretary of the Employer, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

18. RESTRICTIVE COVENANT

- 18.1. In order to protect the Confidential Information, trade secrets and business connections of the Employer to which the Employee has access as a result of the Appointment, the Employee covenants with the Employer that he/she shall not:
 - 18.1.1. for 6 months after Termination or resignation, solicit or endeavour to entice away from the Employer the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business or
 - 18.1.2. for a period of 6 months after Termination or resignation, solicit or endeavor to entice away from the Employer the business of a Restricted Supplier with a view to procuring goods or services from that Restricted Supplier in competition with any Restricted Business: or

- 18.1.3. for a period of 6 months after Termination or resignation, in the course of any business concern which is in competition with any Restricted Business, offer to employ or employ: offer to engage or engage: or otherwise endeavor to entice away from the Employer any Restricted Person: or
 - 18.1.4. for a period of 3 months after Termination or resignation be involved in any capacity with any business concern which is (or intends to be) in competition with any Restricted Business:
 - 18.1.5. for a period of 6 months after Termination or resignation be involved with the provision of goods or services to (or otherwise have any business dealing with) any Restricted Customer in the course of any business concern which is in the competition with any Restricted Customer in the course of any business concern which is in competition with and Restricted Business: or
 - 18.1.6. at any time after Termination or resignation, represent himself/herself as connected with the Employer in any Capacity.
- 18.2. None of the restrictions in clause 18.1 shall prevent the Employee from:
- 18.2.1. holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognized stock exchange: or
 - 18.2.2. being engaged or concerned in any business concern to the extent that their duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business: or
 - 18.2.3. being engaged or concerned in any business concern, provided that their duties or work shall relate solely to services or activities of a kind with which the Employee was not concerned to a material extent in the 12 months prior to Termination.
- 18.3. The restriction imposed on the Employee by clause 18 apply to him/her acting:
- 18.3.1. directly or indirectly: and
 - 18.3.2. on his/her own behalf or on behalf of, or in conjunction with, any firm, company or person
- 18.4. The periods for which the restrictions in clause 18.1. apply shall be reduced by any period that the Employee spends on Garden Leave immediately prior to Termination.
- 18.5. If the Employee received an offer to be involved in a business concern in any capacity during their employment under this agreement or prior to the expiry of the last of the covenants in clause 18. He/she shall give the person making the offer a copy of clause 18 and shall tell the Employer the identity of that person as soon as possible after accepting the offer.

- 18.6. Each of restrictions in clause 18.1 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted such restrictions shall apply with such deletion as may be necessary to make it valid or effective.

19. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 19.1. The Employee is subject to the Employer's disciplinary and grievance procedures, copies of which are available from the Line Manager. These procedures do not form part of the Employee's contract of employment.
- 19.2. If the Employee wants to raise a grievance, he may apply in writing to the Line Manager in accordance with the Employer's grievance procedure.
- 19.3. If the Employee wishes to appeal against a disciplinary decision, he may apply in writing to the Line Manager in accordance with the Employer's disciplinary procedure.
- 19.4. The Employer may suspend the Employee from any or all of his duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.
- 19.5. During any period of suspension:
- (a) the Employee shall continue to receive his basic salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
 - (b) the Employee shall remain an Employee of the Employer and bound by the terms of this contract;
 - (c) the Employee shall ensure that Line Manager knows where he will be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
 - (d) the Employer may exclude the Employee from his place of work or any other premises of the Employer.
 - (e) the Employer may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, Employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Employer.

20. CONFLICTS OF INTEREST

During the Employee's employment, he/she will not without the prior written consent of the Employer, be employed, engaged, concerned or interested in any trade, business or profession other than the business of the Employer save for the holding as a passive investor only of not more than 5% of the issued ordinary shares of any company of a class which are listed or traded on the London Stock Exchange or any other recognized stock exchange.

21. COLLECTIVE AGREEMENTS

There is no collective agreement which directly affects the Appointment.

22. ENTIRE CONTRACT

- 22.1. This contract and any document referred to in it constitutes the entire contract between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2. The Employer and the Employee acknowledges that in entering into this contract, they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.
- 22.3. The Employer and the Employee agree that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.
- 22.4. Nothing in this clause 22 shall limit or exclude any liability for fraud.

23. VARIATION

The Employer will review the Employee's terms and conditions of employment contained in this contract from time to time and reserves the right to change or replace them to reflect the changing needs of the business or changes in legislations. The Employer will inform the Employee of any changes and where the Employer considers appropriate consult with the Employee in advance of them taking effect.

24. COUNTERPARTS

- 24.1. This contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.
- 24.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

25. THIRD PARTY RIGHTS

No one other than a party to this contract shall have any right to enforce any of its terms.

26. GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Singapore.

27. JURISDICTION

Each party irrevocably agrees that the courts of Singapore shall have jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This contract has been entered into on the date stated at the beginning of it

Mr. Tok Soon Chong
MANAGING DIRECTOR, AIDRIVERS
SINGAPORE PTE LTD

Signature:

Yeo Kok Seng

Signature:
