



DEEP DIVE STUDIOS PTE. LTD.
Blk 71 Ayer Rajah Crescent
#04-12/14/15/16/17
Singapore 139951

3rd October 2022

EMPLOYER'S COPY

Hong Pengyang Mark
Blk 265D Punggol Way
#16-350
Singapore 824265

Dear Hong Pengyang Mark

CONTRACT OF SERVICE

On behalf of DEEP DIVE STUDIOS PTE. LTD.(UEN 201330650Z), (the "Company"), I am pleased to offer you the position of Lead Software Engineer effective **3rd October 2022.**

1. Official Working Hours

Working days will be from Mondays to Fridays. The normal working hours will be from **09:30 am to 06:30pm** with a standard 1-hour lunch break.

You may be required to work outside of these hours if the Company considers it necessary to meet its business needs or as may be necessary for the proper performance of your duties. No overtime will be paid in respect of any such additional hours worked.

2. Conditions to Offer of Employment

Please note that this offer of employment is subject to the completion of all **Pre-Employment Formalities (Section 17)**.

3. Probation

Your employment will be subject to a probationary period of three (3) months. You shall be confirmed in your appointment by the end of your probation period or earlier if your performance meets and exceeds expectations. The Company reserves the right to vary the probation period. The Company shall review your performance and, subject to satisfactory performance, confirm your employment in writing thereafter. Similarly, the Company may choose to extend your probation at its discretion.

During this probation period, either party may terminate the employment at any time by giving the other party one (1) week **notice** in writing without providing any reason.



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4. Salary

During the probation period, you will receive **S\$10,000** per month. Upon confirmation of your employment, your starting base salary will be **S\$120,000** per annum or **S\$10,000** per month pro-rated to the actual period of service where applicable.

Your salary will be paid monthly in arrears on or before the 7th working day of the following month.

Salary reviews will only be available after completing the first year of employment, at the sole discretion of management.

Any bonus or declarations of bonus shall be made at the sole and absolute discretion of the Company. In determining the amount of bonus, the Company shall consider your work performance, amongst other factors.

The Company shall deduct from your salary and bonus all such sums it is authorized to deduct according to Singapore's law, be it if it is your share of Central Provident Fund Contributions, withholding tax or otherwise.

It is a condition that an employee should treat his / her salary confidential, and this should not be discussed with or disclosed to other staff.

5. Annual Leave

You will be entitled to **fourteen (14) days** of paid annual leave per annum. Employees who have not completed twelve (12) months of continuous service in any year shall be entitled to annual leave in proportion to the number of continuous days of service completed in that year. All leave applications must be made in advance and shall be approved at the absolute discretion of the Company.

For each completed year of service, the number of days of annual leave will increase by **one (1) day**. This is capped at a maximum of **twenty (20) days**. Employees are allowed to bring forward seven (7) days of their annual leaves to the following year subjected to their employment commencement date.

6. Childcare Leave

In accordance with the Child Development Co-Savings Act by the Ministry of Manpower (MOM), you are entitled to six (6) days paid leave. If you have worked less than a year or in the event that you leave the company before the end of the current work year, it will be prorated. This clause shall not supersede and will adhere to any changes made to the guidelines made by MOM on the Child Development Co-Savings Act.



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7. Medical Leave

Employees will be entitled to paid medical leave not exceeding **fourteen (14) days** in each calendar year if no hospitalization is necessary or **sixty (60) days** (including the fourteen (14) days medical leave) in each year if hospitalization is necessary.

The employee is to notify the employer as soon as possible in case of his/her absence from work through illness after certification of his/her sick leave by a certified medical practitioner or medical officer.

You are entitled to the Company's Medical Benefits Scheme, subject to its terms and conditions. Please refer to our Employee Handbook for more information.

8. Duties

You will undertake to perform and discharge such duties and exercise such powers in relation to the businesses of the Company faithfully and diligently. You understand and agree that your key duties shall include but not be limited to that stated in Annex A of this Employment Agreement.

In the discharge of your duties and in the exercise of your powers, you shall observe and comply with all rules, regulations, policies, procedures and directions from time to time made by the Company and use your best skills and endeavors and maintain at all times high standards of professionalism, integrity and efficiency to further the businesses and interests of the Group.

You shall devote the whole of your time and attention during normal business hours to the duties of your office and conform to such hours of work as may from time to time reasonably be required of you without being entitled to receive any remuneration for work performed outside normal business hours.

9. Conflict of Interest

During the continuance of your employment under this Agreement, you shall declare that you will not act in conflict of interest with the Company, including being directly or indirectly engaged, involved or concerned in any other business trades or employment which is wholly or partially similar to or any way connected or in competition with the business carried on by the Company and its associates.

10. Intellectual Property Rights

(a) In this Agreement, "Intellectual Property Rights" includes without limitation any patent, copyright, design right, trade mark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, Confidential Information, trade secret, any application (whether pending, in process or issued) for any of the foregoing, any other industrial, intellectual property or protected right similar to the



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foregoing (whether registered, registrable or unregistered) in any country worldwide and in any form, media or technology now known as later to be developed.

- (a) You acknowledge and agree that during your employment, all processes, studies, flow charts, diagrams, devices, programmes, reports and other data, writings, tape recordings, computer programmes or any other works or materials, whether in paper, electronic or any other form, that are created, generated or developed by you (whether alone or with any other person, and whether or not they are created, generated or developed by you during or outside of office hours, and within the Company's premises or otherwise) or which has been furnished by the Company to you or which you have obtained as a result of your employment with the Company (hereinafter referred to collectively as the "Work Product"), shall remain the property of the Company.
- (b) All Intellectual Property Rights subsisting in or in relation to any Work Product created by you (whether alone or with any other person and whether or not it is created, generated or developed by you during or outside of office hours, and within the Company's premises or otherwise) during your employment with the Company shall belong to the Company exclusively upon creation, and you shall promptly record and disclose such Work Product to the Company, and at the request and expense of the Company do all things necessary or desirable to assign the rights to the Company in relation to such Work Product.
- (c) You shall not at any time do or cause to be done any act of thing that in any way impairs or which may tend to impair the Company's ownership, title and/or interest in the Intellectual Property Rights or Work Product. Upon termination of your employment in any manner provided herein, you shall cease to and desist from all use of the Intellectual Property Rights or Work Product.
- (d) You shall not do anything during the course of your employment that would in any way breach, violate or infringe any applicable laws, regulations, rules, directive, circulars, notices or directions relating to any/or governing the Intellectual Property Rights of any third parties. Without limitation to the foregoing, you shall not download any material that infringes any Intellectual Property Rights or use any unauthorised or infringing copies of software in the course of performing your duties.

11. Confidentiality and Secrecy

- (a) You shall not, except as authorized or required by your duties, use, divulge or communicate to any person any trade secret or other confidential material or information relating to the business(es) of the Company or member of the Company, which have or may hereafter come to your knowledge during your employment. This restriction shall continue to apply after the termination of your employment.
- (a) You will hold all Confidential Information that has been or may be obtained by you in trust and confidence. You will not use for your own purposes nor disclose to others and Confidential Information, either during or after your employment, except as required by the



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Company. You will not disclose to or cause the Company to use Confidential Information of others, unless authorized by the owner.

- (b) All Developments made by you, alone or jointly with others, be it during normal business hours or on Company premises, that are within the scope of the Company's businesses, which result from or are suggested by any work you or others may do on behalf of the Company, shall be and are the property of the Company. You agree to assign and do hereby assign to the Company all your rights to such Developments in all countries. You agree to promptly disclose to the Company all Developments covered by this Agreement and will, at the request of the Company at any time, including after your termination of employment, cooperate in all lawful acts which may be necessary or desirable in the judgment of the Company to protect for the benefit of the Company all such Developments, including executing any patent application, or any application for registration or assignment relating to any such Developments.
- (c) During your employment with the Company, you agree that you will not, without the advance written approval of the Company, engage in any activity which may constitute a conflict with the Company's interests regarding Confidential Information or Developments, Works or Inventions. Any question whether a particular activity may constitute a conflict of interest shall be resolved by obtaining the Company's written approval before engaging in that activity.
- (d) All written materials and other tangible objects, including copies, made or compiled by you or made available to you in the course of your employment, shall be the property of the Company and shall be delivered to the Company upon termination of your employment or at any other time upon request.

For purposes of this Clause, the following terms shall have the following meanings:

- (a) **"Confidential Information"** is information that is not generally known in the industry in which the company is engaged, in the possession, ownership or control of the Company or its employees. Confidential Information includes, but is not limited to, information related to trade secrets, programs, business plans, inventions (whether patentable, patented or not), processes, formulas, existing or contemplated products, technical data, services, technology, concepts, computer programs, plans, studies, techniques, designs, specifications, contracts, presentations, and business information, and including information related to any research, development, manufacture, purchasing, engineering, know-how, sales or marketing methods, competitive analyses, customer lists, or customer requirements.
- (a) **"Developments"** are inventions, whether patentable, new technology, Confidential Information, computer programs, copyrightable works, creative content / graphics / characters, trademarks or other intellectual property.
- (b) **"Made"** refers to made, created, conceived, authored, developed, or reduced to practice.



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- (c) “**Company**” refers to DEEP DIVE STUDIOS PTE. LTD., all entities owned or controlled by, or under common control with, whether directly or indirectly, including its affiliated and related entities.

12. Non-competition

You shall not at any time during the continuance of or within one (1) year from the date of the termination of your employment or the expiry of this Agreement, directly or indirectly, entice or divert away any of the existing or potential clients or business contracts or employees of the Company; or to enter in the employment of or provide technical, commercial or professional advice as an independent contractor to any business concern which is wholly or partially in competition with the business carried on by the Company and its associates in any country that the company has presence in.

13. Termination/Notice of Termination/Return of Company Property

- (a) The termination of your employment with the Company howsoever arising shall not operate to affect the provisions and shall be without prejudice to any other accrued rights or remedies of the parties.
- (a) Upon confirmation of your appointment, you may resign upon giving one (1) month written notice of your intention to resign. It is within the Company’s discretion to agree in writing to a shorter notice period or to your immediate resignation upon your payment to the Company of a sum to be agreed in lieu of such notice. The Company may terminate your appointment at any time by way of one (1) month written notice or compensation in lieu of notice.
- (b) During your notice period, you shall handover all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities.
- (c) Upon termination of this Agreement, you shall remove your possessions from the Company’s premises and immediately deliver to the Company all means of access to the Company’s premises and all Company property including but not limited to Confidential Information and Work Product and copies thereof that are within your possession, custody, or control. You shall not retain any copies (including electronic or soft copies).

14. Garden Leave

- (a) Upon notice of termination of this Agreement by either party, we reserve the right to place you on “Garden Leave” for all or part of your notice period, within our sole discretion. During any period of Garden Leave, although you continue to be bound by this Agreement.
- (a) We are under no obligation to provide any work to you, and we may revoke or reduce any of your responsibilities.
- (b) We may exclude you from any premises, either at the Location, any other location of a Group Company, our clients, or our suppliers.



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- (c) You will make yourself available and ensure your line manager can contact you as and when needed during regular business hours
- (d) Your duty not to compete with any Group Company remains in force and you will comply in particular with any probation specifying which other employees, clients, or suppliers you are not permitted to contact (if any); and
- (e) You will comply with any requests from us relating to managing, updating, or refraining from updating any social media account you hold relevant to this Agreement.
- (f) During any period of Garden Leave, you will continue to receive your basic salary and all other contractual benefits in the usual way. However, you will not be eligible to earn commission or bonus.
- (g) Any accrued and unused holiday entitlement is considered taken during any period of Garden Leave.

15. Dismissal for Misconduct

Notwithstanding Clause 13 above, any misbehaviour or misconduct on your part, in particular breaches of Clauses 8-13 and any dishonesty, insubordination, moral turpitude or breach of Company's practices or policies shall be sufficient grounds for your dismissal without notice.

16. Variation & Third-Party Rights

- (a) All other terms and conditions of employment may be modified from time to time at the Company's sole discretion.
- (a) Except as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under The Contracts (Rights of Third Parties) Act (Chapter 53B). The terms of this agreement or any of them may be varied, amended, or modified or this agreement may be suspended, cancelled, or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

17. Pre-Employment Formalities

- (a) This offer of employment is contingent upon the successful verification of the information you provided to the Company or its designated third-party background check provider during your application process, as well as a general background check to confirm your suitability for Employment. By accepting this offer of Employment, you warrant that all information provided by you is true and correct to the best of your knowledge, you agree to execute all documentation necessary for the company or its designed third-party background



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check provider to conduct a background check and you expressly release the Company from any claim or cause of action arising out of the Company's verification of such information.

- (a) This offer of Employment is also contingent upon the successful acquisition of a valid work pass in Singapore if you so require one to work legally in Singapore.

18. Applicable Law and Jurisdiction

This Agreement shall be governed by Singapore law and is subject to the non-exclusive jurisdiction of the Singapore courts.

19. Acceptance

If you have understood and are agreeable to the aforesaid terms and conditions of employment, kindly sign this letter within seven (7) days from the date of this letter.

Please confirm your acceptance of the above terms and conditions of your employment by signing and returning to us the duplicate copy of this letter.

In the event you withdraw your acceptance of this employment offer after signing it, you shall be liable to refund the company an amount equivalent to one-month salary as stated in this offer letter.



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Yours faithfully
For and on behalf of DEEP DIVE STUDIOS PTE. LTD..

Gerald Lee
Head of Human Capital
DEEP DIVE STUDIOS PTE. LTD.

EMPLOYEE'S ACKNOWLEDGEMENT

I, Hong Pengyang Mark, NRIC/Passport No. S8839053I,
hereby confirm my acceptance of the above terms and conditions of my employment.

Signature

Date 3rd October 2022



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Annex A

Job Description of Lead Software Engineer

The Role

As a Lead Software Engineer at Deep Dive Studios, you'll act as the central coordinator of our Game Programming Team. Where the rest of the team will be working developing games, your focus will lie in developing the team and its members.

This entails managing the performance and growth on individual and team levels, as well as ensuring the quality of work produced is of the highest standard. Additionally, you'll have a hand in key departmental responsibilities such as hiring and training.

Responsibilities:

- Lead and manage all facets of our multidisciplinary team Game Programming Team. This includes individual/team performance and growth management, facilitating new hires and continuing to nurture existing ones.
- Act as a key stakeholder in communicating and understanding project requirements.
- Coordinate and push for continuous integration and development of ongoing and upcoming projects involving the Game Programming Team.
- Overseeing and driving action points within the aforementioned projects.
- Ensuring that both features delivered, as well as code quality are maintained to the highest level.
- Take ownership and act as a point of contact for existing modules, while continuously extending and refactoring them.
- Step in to guide and troubleshoot team members where necessary with matters pertaining to programming.

What We're Looking For:

- A strong leader and effective communicator who can articulate intentions, expectations and action points to all collaborators and team members.
- A creative problem solver that remains open-minded to new perspectives and ideas.
- An approachable and reliable individual with a heart for nurturing and imparting knowledge to others.
- A dynamic team player, able to assimilate seamlessly into a multidisciplinary environment.
- Keen on coaching and developing the skills and potential of other staff and team members.
- Sharp and attentive to detail, to remain thorough when handling documentation and creation of workflows and relaying technical information
- Someone who's unafraid of pushing the boundaries and discovering new solutions.
- Passionate about Gaming and Game Development.



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Skills Required:

- Proficient in C# and C++ with good understanding of object-oriented development
- Good knowledge of Unity3D and Unreal
- Resourceful and strong problem-solving skills
- Knowledge of common algorithms, design patterns and structures
- Aware and capable of respecting the constraints of developing for mobile and XR devices
- Ability to break down processes and tasks into deliverable action points for the team to work on
- Familiarity with source control
- Huge plus for applicants with knowledge and interest in XR and VR.