

StartupX Pte Ltd
79 Ayer Rajah Crescent
#04-07, LaunchPad @ one-north
Singapore 139955



Jun 6, 2023

Dishan Timbadia

NRIC: _____

Dear Dishan,

Further to our discussions, I am pleased to offer you employment with StartupX Pte Ltd, commencing on **12th June 2023**, on the following terms:

1. **Position:** Your initial position with StartupX Pte Ltd will be as **Innovation Associate**. You agree that StartupX Pte Ltd can assign you to any position commensurate with your skills and qualifications as may be agreed from time to time. StartupX Pte Ltd will consult with you about any significant changes to your position.
2. **Remuneration:** StartupX Pte Ltd offers you a monthly base salary of **S\$4000**. The annual remuneration is based on Twelve (12) months. Upon confirmation, you will also be able to claim benefits of **\$500** per year to defray any health insurance or medical costs.

Performance bonuses will be declared based on the company's profitability and the performance of the individual employee each year. For staff that has served the company for less than twelve (12) months, bonuses declared (if any) will be pro-rated.

You will be responsible for the full amount of personal income tax due and payable as a result of your employment with the Company.

3. **CPF Contribution:** CPF contributions will be made by both you and the Company where applicable, in accordance with the CPF Act.
4. **Payment:** Your salary will be paid monthly into your nominated bank account by the 7th of the following month i.e. salary for March shall be credited by the 7th of April, and pro rata for any part of a month. We ask you to maintain the confidentiality of this salary.
5. **Working Hours:** Standard working hours at StartupX Pte Ltd are 9:00 a.m. to 6:00 p.m. with an hour for lunch, totaling 40 hours per week. These hours may be altered or reviewed by StartupX Pte Ltd according to our business needs. You should be prepared to work any additional hours as directed or as necessary to achieve your objectives without additional compensation or overtime.

6. **Annual Leave & Other Benefits:** You will be entitled to 14 days' annual leave and certain other benefits in accordance with StartupX Pte Ltd policies as amended from time to time.
7. **Sick leave:** Upon confirmation, you will be granted 14 days of medical leave or 60 days for hospitalisation less the number of days of medical leave taken for that particular year. You are expected to inform your reporting Manager as early as possible in the event that you are unwell. Employees who served under 6 months will receive pro-rated paid medical leave.
8. **Probation and Termination:** Your employment with StartupX is subject to a probation period of three (3) months. During the probationary period, StartupX may elect to terminate your employment on payment of the equivalent of one week's wages in lieu of notice. Upon confirmation, you will become a permanent employee of StartupX at the end of this period.

Your permanent employment may be terminated by you or StartupX for any reason on providing two months' notice in writing (or payment of salary in lieu of notice). Subject to the conditions set out in this contract, you may be terminated with immediate effect and without payment of any compensation, if:

- A. you are guilty of misconduct, neglect or breach of any of the terms and conditions of your employment and/or have committed any act of criminal breach of trust or dishonesty or any other act which is prejudicial to the Company's interest;
 - B. you are not compliant with any laws or government regulations of Singapore, Company's policies & procedures due to ill intent or negligence.
9. **Non-Disclosure Agreement:** Attached is a Non-Disclosure Agreement. This document sets out a number of conditions of employment with StartupX Pte Ltd, including conditions as to the use by you of confidential and proprietary information, and ownership and use of intellectual property. Compliance with the Non-Disclosure Agreement is a fundamental term of your employment. Our offer of employment is conditional on your acceptance of the terms and conditions set out both in this letter and in the Non-Disclosure Agreement.
 10. **Entire Agreement:** Please note that this letter of offer once accepted by you constitutes your contract of employment with StartupX Pte Ltd.
 11. **Governing Law:** Your employment and this letter of offer are governed by the laws of Singapore, and you agree to submit to the non-exclusive jurisdiction of the courts of Singapore.
 12. **Confidentiality:** The terms of this offer are confidential and you are expected at all times to maintain that confidentiality. You shall not use confidential information and documents for any purpose other than for the performance of your role and responsibilities.
 13. **Provision:** StartupX Pte Ltd reserves the right to revise the above-mentioned benefits and conditions. Circulars regarding changes to these and/or other conditions may be issued from time to time.
 14. **Acceptance:** Please indicate your acceptance of this offer on the terms of this letter and the attached Non-Disclosure Agreement by signing and returning the enclosed

duplicate of this letter and the Non-Disclosure Agreement within 3 working days, after which time this offer expires.

We look forward to welcoming you on board for an exciting opportunity to learn and grow with us.

Yours sincerely,



Raymond Doraisamy
Chief Operating Officer

Offer Acceptance

I, _____(Full Name & NRIC) accept the above offer of employment and will commence employment on _____(start date)

Signature: _____

Dated: _____

Non-Disclosure Agreement

IN CONSIDERATION of my employment at StartupX Pte Ltd, I hereby undertake and agree as follows:

1. **Interpretation:** In this Agreement unless the context otherwise requires the phrase and expression "Proprietary Information" shall mean all confidential, secret or proprietary information of StartupX Pte Ltd in whatever form, tangible or intangible including without limitation all ideas, concepts, advice, designs, drawings, blueprints, samples, prototypes, models, technology, know-how, processes, prices, rates, inventions (whether patentable or not), trade secrets, employee list and all other employee and human resource related information, client lists (actual and potential) and other client related information, financial information, forecasts, marketing and other business strategies and other business or commercial information relating to StartupX Pte Ltd.
2. **Proprietary Information:** I acknowledge that all Proprietary Information are both confidential and proprietary to StartupX Pte Ltd.
3. **Intellectual property:** Any and all intellectual property created or developed by the Employee during the course of their employment with the Company shall be the exclusive property of the Company. This includes, but is not limited to, any and all inventions, ideas, concepts, designs, processes, techniques, or works of authorship developed by the Employee, either individually or jointly with others, during the term of their employment. The Employee agrees to assign, and hereby assigns, all right, title, and interest in and to any such intellectual property to the Company.
4. **Non-Disclosure:** I agree and undertake not to disclose or divulge the Proprietary Information or any part thereof to any persons other than those who must have access to the Proprietary Information. I further agree to retain the Proprietary Information in confidence and will not use the Proprietary Information or any part thereof except as expressly permitted. I shall not disclose or transmit the Proprietary Information or any part thereof either directly or indirectly to any other person, corporation, partnership, association, or other entity. I further agree to keep and to cause all materials relating to the Proprietary Information or any part thereof to be kept in secure locations as to be inaccessible to persons who are not authorised to have access to the Proprietary Information or any part thereof.
5. **Not to make copies:** I agree not to copy, duplicate, record or otherwise reproduce the Proprietary Information or any part thereof on any media except with StartupX Pte Ltd prior written consent and further agree that upon request, to return any and all of the Proprietary Information, to destroy any and all copies or reproductions thereof, and shall destroy any and all documents prepared by me that may contain the Proprietary Information or any part thereof.
6. **Compliance with Policies and Rules:** I acknowledge that I am responsible and agree to adhere to the policies, rules, protocol and procedures established by StartupX Pte Ltd.
7. **Breach:** I acknowledge that StartupX Pte Ltd would be irreparably harmed and would have no adequate remedy at law in the event of a breach of this Agreement. I agree that if I do violate any restriction or provisions hereof, StartupX Pte Ltd shall be entitled to

obtain injunctive relief against me without bond, but upon due notice, without prejudice to any other remedies which you may be entitled to as a result of such breach.

8. **Indemnity:** I shall defend, indemnify and hold harmless Startup Pte Ltd from and against any claims, liabilities, actions, demands, proceedings, suits, settlements, losses and expenses (including legal fees on an indemnity basis) and taxes incurred or suffered by any Indemnified Party as a result of any actual or alleged breach or non-performance by me of any terms and conditions herein contained.
9. **Entire Agreement:** This Agreement contains the entire understanding between us with respect to the safeguarding of the Proprietary Information, and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by both parties.
10. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of Singapore. I agree that the courts of Singapore shall have jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Agreement and for that purpose irrevocably submit to the non-exclusive jurisdiction of the Singapore courts. The submission to the jurisdiction of the courts of Singapore shall not be construed as to limit the right of you to commence legal proceedings against me in any other court of competent jurisdiction nor shall the commencement of legal proceedings preclude the commencement of legal proceedings in any other jurisdiction whether concurrently or not.

Name: _____

Signed: _____

Dated: _____