



EMPLOYMENT CONTRACT

26 December, 2019

219 Bishan Street 23
#06-287
Singapore 570219

Dear Low Kuan Leong,

We are pleased to offer you (hereinafter referred to as "you" or the "Employee") the post of Chief Executive Officer & Co-Founder at Potato Play Pte. Ltd. (ADDRESS: 219 Bishan Street 23 #06-287 Singapore 570219) (the "Company") with effect from 1 Jan 2020 or the Effective Date (as defined below), whichever is later. Listed below are the terms and conditions of your appointment. This employment contract shall be conditional upon the Company completing its round of seed investment with Play Ventures Holdings, the date of such investment completion being the "Effective Date".

1. NATURE OF APPOINTMENT

Permanent

2. REPORTING LINE

Your duties and responsibilities will be communicated to you in due course.

3. WORKING HOURS/DAYS

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

Monday – Friday: 9am – 6pm

Lunch break: 1 Hour

There are times that you may be required to work beyond the above working hours at the Company's discretion. Notwithstanding the above, the Company reserves the right to vary the prescribed working days and hours depending on its needs.

4. SALARY

Your BASIC MONTHLY SALARY shall be SGD \$6000 per month and be paid on the last working day of each calendar month.

5. PROBATION AND NOTICE OF TERMINATION OF CONTRACT

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

During the probation period, either party may terminate the employment contract by giving 2 weeks written notice or the Company may make the equivalent salary payment in lieu of notice.

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

6. CENTRAL PROVIDENT FUND (CPF)

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

7. TAXES

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

8. EXPENSES

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

9. LEAVE ENTITLEMENT

A. ANNUAL LEAVE

If you have served for at least 3 months, you will be entitled to 7 days of paid leave for the first 12 months of continuous service. For every additional 12 months of continuous service, you will get 1 more day of paid leave, up to a maximum of 14 days.

If you have served more than 3 months of continuous service but have not completed each year of service, the leave entitlement will be pro-rated accordingly. Pro-rated paid leave is computed in

proportion to the number of completed months of service in the year.

B. MEDICAL LEAVE

You are entitled to the following paid medical leave:

B1. No hospitalization: Maximum 14 days each year

B2. If hospitalized: Maximum 60 days (including the 14 days in B1) each year

C. COMPASSIONATE LEAVE

You are entitled up to 5 consecutive working days of paid compassionate leave in the event of the demise of a member of your immediate family which for the purpose of this clause shall include siblings, children (birth children & legally adopted), spouse, parents, parents-in-laws and grandparents.

D. MARRIAGE LEAVE

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

10. EMPLOYEE'S OBLIGATIONS

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

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

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

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

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

For the avoidance of the doubt, this clause 10.3 shall not operate so as to prevent you from using your own personal skill in any business in which you may be lawfully engaged after your employment with the Company is terminated, so long as this does not involve the use of any Confidential Information of the Group Company in any manner.

10.4 Subject to clauses 10.5 and 10.6, if you in the course of your employment, create, make, develop, write, reduce to practice, produce, conceive, or make any improvement upon any Works in whole or in part, whether alone or in conjunction with any other employee or employees of the Company, all rights (including Intellectual Property Rights), title and interest in and to such Works (hereinafter collectively known as "Company's Rights") shall vest in the Company unless otherwise agreed between the Company and you. In addition, by operation of this clause 10.4, you hereby assign to the Company all such Works (including all rights (including Intellectual Property Rights), title and interest in and to such Works) to which you may at any time be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, for the full period of the protection of such Works including all renewals, reversions and extensions. At the request and expense of the Company, you hereby agree to do all such acts and execute all such documents as may be necessary to vest the Company Rights in the Company with the intent that all such Works shall become the sole and absolute property of the Company or their nominees.

10.5 Insofar as any of the Works referred to in Clause 10.4:

- a. are a result of any of your prior inventions which do not contain and where no Confidential Information was used at; or
- b. arise out of any activities pursued by you outside the course of your employment,
(together, the "Personal Works"),

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

10.6 If, for any reason, you fail to take any necessary action required to complete such assignment as referred to in clause 10.4, by operation of this clause 10.6 you shall be deemed to have appointed any Director as your attorney, with full power to execute, complete, and deliver any document or instrument or to take any other action, in order to complete such assignment. You hereby agree to confirm and ratify the acts of any Director acting as your attorney under this clause 10.6.

For the purposes of this clause 10, the following definitions shall apply:

"Confidential information" shall mean:

- a. any information of a confidential nature (whether trade secrets, other private or secret information including secrets and information relating to corporate strategy, business development plans, product or service designs, methodologies and processes, technology, intellectual property, business contacts, terms of business with customers and potential customers and/or suppliers, annual budgets, management accounts and other financial information);
- b. any confidential report or research undertaken by or for the Company or any Group Company before or during the course of the Employee's employment; (iii) lists or compilations of the names and contact details of the individuals or clients and counterparts with whom the Company or any Group Company transacts business; and/or
- c. details of all computer systems, whether front or back office, and/or data processing or analysis software and programs developed by or for the Company or any Group Company;
- d. details of the requirements, financial standing, terms of business and dealings with any Company or Group Company of any client of the Company or any Group Company;
- e. methods of manufacturing, developing, storing, distributing, supporting, maintaining and labelling any products manufactured or developed by the Company or any Group Company;
- f. contact details of all employees and directors of the Company or any Group Company together with details of their remuneration and benefits; and/or
- g. information so designated by the Company or any Group Company or which to the Employee's knowledge has been supplied to the Company or any Group Company subject to any obligation of confidentiality.

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

"Intellectual Property Rights" shall mean all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names and domain names, rights in get-up, rights protecting goodwill and reputation or to sue for passing off, unfair competition rights, layout design rights, registered designs, designs rights, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and all other similar or corresponding proprietary rights and all applications for the same, in each case whether presently existing or created in the future, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

"Works" shall mean inventions, discoveries, ideas, processes, methods, works of authorship, software, programs, scripts, any code of any type or language, data, databases, developments, concepts, documents, articles, reports and/or any other material that is related in any way to the services of the

Employee or activities or business of the Company, whether or not patentable, copyrightable or subject to other forms of protection. For the avoidance of doubt, commonly accepted general industry knowledge not specific or proprietary to the Company shall not be deemed to be Works.

11. Specific Performance

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

12. GOVERNING LAW

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

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

Yours faithfully,
for and on behalf of
Potato Play Pte. Ltd.



Low Kuan Leong, Director

I have read and fully understand and agree to accept the above terms and conditions as set out in this contract employment agreement.



Low Kuan Leong

26 December, 2019