

27th February 2023

Jay Chua Wenjin
Blk 313A Sumang Link
#12-109
Singapore 821313

Dear Jay

APPOINTMENT AS SYSTEMS ENGINEER

We are pleased to offer you the above mentioned full-time position with Pro-Datech Systems Pte Ltd (hereinafter “The Company”), a subsidiary of Cloudearon Pte Ltd (hereinafter “The Group”) on the following terms and conditions.

1. REMUNERATION

a) Monthly Salary & Allowance

You will be paid a basic monthly salary of S\$5,000 effective from your first day of employment with the Company.

An annual salary review will be carried out in July of each calendar year. To be eligible for salary review, you must be on employment with the Company for at least 1 year.

b) Handphone Claim

You are entitled to claim a handphone claim up to a maximum of S\$100 with phone bill provided.

c) Transport Claim

You will claim based on mileage and parking incurred per trip to customer’s premise.

d) Annual Wage Supplement (AWS)

You will be entitled to one month bonus on completion of 12 months continuous services with the Company. Your first December Annual Wage Supplement will be pro-rated where the period of employment has been less than one year, subject to confirmation of your employment. To be eligible for this bonus, you must be on employment with the Company as at the last day of the calendar year, i.e. 31st December and you must NOT serve termination notice prior to 31st December.

To be eligible for this Variable Bonus, you must be on employment with the Company at the time of payout and you must NOT serve termination notice prior to the payout.

2. PROBATION

Your probation is 3 months and your performance will be assessed at the end of this period. The Company reserves the right to extend your period of probation if it is considered necessary.

3. TERMINATION

Upon confirmation of employment, either party can terminate this employment by serving on the other one month's notice in writing or salary in lieu of notice. But one (1) weeks' notice is required during the probationary period.

The Company reserves the right to approve or reject the payment of salary in lieu of notice. The Company also reserves the right to approve or reject the use of outstanding annual leave to offset the notice period required. Whilst serving the notice period, you are not to be employed by any other organization without written approval from the Company.

The Company reserves the right to dismiss you from service if you should be guilty of misdemeanour, misconduct, negligence or breach of any of the terms of this offer or any other existing terms and conditions of service or rules and regulations laid down by the Company from time to time. Specifically, any breach of the terms set out in Paragraph 7 to 11 may result in summary dismissal without salary in lieu of notice, in liability for damages in a civil suit, and in appropriate cases, to prosecution for a criminal offence.

4. WORKING HOURS

The Company's current official working hours are:

Monday to Friday : 9.00am to 6.00pm (including 1-hour lunch)

Notwithstanding the above, should the official working hours of the Company change, employee will be required to follow the working hours as informed by the Company.

You may, from time to time, be required to work at other time than the stated official working hour, if exigencies of the Company's business so require.

Should you be assigned to work at the client's premises, you will follow the operational hours of the client.

5. PLACE OF WORK/ TRANSFER

During your employment with us, you may be assigned to work at the Company's own premises or any of its client's premises at the sole discretion of the Management.

6. BENEFITS

Annual Leave

You are entitled for 14 working days leave for the first 2 years of employment. Thereafter, a day leave will be added on each year until a maximum of 18 days. The leave entitlement will be pro-rated for the first year of employment and such leave is to be taken at times convenient to the Company upon completion of your probation period. Only maximum of 14 days are allowed to be carried forward to the next calendar year while the balance will **NOT** be settled by salary in lieu of Annual Leave paid to you. Any leave carried forward must be utilized within 12 months otherwise it will be forfeited.

Medical Leave and Hospitalization Leave

Upon confirmation, you are entitled up to 14 days for medical leave and 60 days for hospitalization leave on the certification of registered medical practitioner. The 60 days of hospitalization leave includes the 14 days' medical leave entitlement.

Medical Claim

Upon confirmation, you are entitled to medical treatment and medicines up to a maximum of S\$50 per consultation, capped at a maximum of S\$250 per year. The Company shall not pay for the specialist and dental medical expenses.

7. CONFIDENTIALITY

Whilst under the employment of the Company, you shall not divulge or through failure to exercise all due care and diligence, cause any unauthorised disclosure of all confidential information of the Company or any subsidiaries of the Group that may come to your knowledge or into your possession/custody to any third party without the expressed consent of the Chief Executive Officer or as is properly required in the discharge of your duties.

Without limiting the generality of Paragraph 9, the information that is to be treated as strictly confidential are lists and details of customers and suppliers, prices of goods or services supplied to or by the Company or any subsidiaries of the Group, negotiations status of contracts, commercial relationships with suppliers, customers and associates, all non-published financial data (past or present), budget plans, marketing strategies and competitive analyses.

If you cease to be employed by the Company for any reason, you shall not indulge in such businesses or activities as aforesaid or use such information to your advantage or to the advantage of any person, company or body corporate.

8. RESTRAINT OF TRADE

If you cease to be employed by the Company for any reason, you are prohibited from soliciting business from customers or suppliers of the Group or to induce such customers or suppliers to cease business with the Group for a period of six (6) months from the date of termination of your employment.

9. PROPRIETARY RIGHTS

All products created, developed or licensed to be used by the Group either before you were or while you are in the employment of the Company shall be and remain the property of the Group.

10. NON-COMPETITION CLAUSE

While you are employed by the Company, you shall not engage in any business or activity that competes directly or indirectly with the Group except with the expressed consent of the Chief Executive Officer.

11. GENERAL

If you are required under law to retain a work pass in order to work in Singapore, this offer and its continuance is subject to the approval of the work pass from the relevant authorities of Singapore.

Your employment by this Company will be on the basis that the information supplied to us in the course of your application is correct. Notwithstanding the above conditions, those detailed in Employee Handbook will also apply.

The Company may vary the terms and conditions of employment from time to time without prior notice to the employee.

12. ACKNOWLEDGEMENT

In acknowledgement of your acceptance of the foregoing terms, please sign and return the duplicate of this letter. We would like to hold this offer for your consideration for one (1) week from the date of this letter. If we do not receive your acknowledgment on the duplicate copy within one (1) week, we shall regard it as unacceptable to you and shall treat it as a withdrawn offer.

This Letter of Appointment, duly signed, constitutes an agreement between you and the Company. In the event of any failure to execute this agreement, the aggrieved party shall have the right to seek compensation for damages for loss and expense incurred in connection with the making of the offer of employment and for all incidental expenses incurred and inconveniences suffered as a result from the defaulting party.

We hope that you will view your employment with us as an opportunity to grow in an organization which prides itself in being progressive, and which recognizes and rewards employee according to their contributions.

We welcome you to join us and look forward to a rewarding association with you.

For and on behalf of
Pro-Datech Systems Pte Ltd



Chew Siew Kheng
CEO

Company	Employee
	

Acceptance of offer :

I, CHUA WENJIN and (NRIC No.) S8301437G have read and understood the terms and conditions stated herein hereby accepts the said terms and conditions.

I will commence duty on 3rd APRIL 2023.

Signature: 

Date: 28/02/2023