



16 October 2023

Joseph Hee Jia Liang
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Singapore 648148

LETTER OF INTERNSHIP

We, Carousell Pte. Ltd. ("us" or the "**Company**"), are pleased to offer you the position of **Software Engineering (Web) Intern**, subject to the terms and conditions of this letter of offer (the "**Agreement**").

1. Allowance

You will be paid an allowance of **SGD 2,000.00** per month ("**Internship Allowance**"), which shall accrue from day to day and shall be payable on or about the last working day of every month (or pro rata where you are only employed during part of a month).

The Internship Allowance shall be exempted from Central Provident Fund ("CPF") contributions.

2. Term

Your internship will commence on **8 January 2024** and end on **28 June 2024** (the "**Term**"). The internship may not be extended beyond the Term except by further agreement in writing executed by the Company and you. The internship may be terminated prior to the expiry of the Term, in accordance with Clauses 13 and 14 of this Agreement.

3. Place and Hours of Work

Your place of work will be at **79 Ayer Rajah Crescent, #03-01, Singapore 139955** or as directed by the Company from time to time. You will be required to work 8 hours a day from Monday to Friday, 10:00am to 7:00pm (with a standard lunch break).



4. Roles and Responsibilities

Your duties shall include the following:

- a. Program well-designed, maintainable, testable and efficient code
- b. Troubleshoot, debug, and upgrade existing systems
- c. Deploy programs and evaluate user feedback
- d. Participate in code reviews to maintain a high-quality code culture
- e. Discuss and communicate actively with your mentor and other engineers in the company to seek idea and feedback; and
- f. Any other ad-hoc tasks required by the Company.

5. General Duties

a. While performing the internship, you are required during working hours to devote substantially all your time, attention and skill to your work, to faithfully and diligently perform your duties in the best interests of the Company and to obey all lawful directions given to you by your immediate supervisor or the management of the Company.

b. You shall observe and comply with the Company's employee handbook, rules, regulations and policies as varied or modified at the Company's discretion from time to time, including without limitation, the Company's Code of Conduct and anti-sexual harassment policies formulated or as may be formulated by the Company (collectively referred to as "**Policies**"). A material violation of any of the Policies of the Company, in particular, the Company's Code of Conduct, could be the basis for disciplinary action, including, if appropriate, termination of this Agreement. The Policies of the Company prevalent on the date of this Agreement will be provided to you on or around the commencement of this employment and you will be notified of any variations and modifications.

c. You understand and agree that nothing in the Company's employee handbook is intended to be and nothing should be construed to be a limitation of the Company's right to terminate, transfer, demote, suspend and administer discipline at any time for any reason. You further agree to be bound by the terms and conditions of any employee handbook as may be in effect from time to time except that in the event of a conflict between such employee handbook and the Agreement, the Agreement shall prevail and nothing in such employee handbook should be construed to, create an implied or express contract of employment contract contrary to this Agreement.



6. Confidentiality

You acknowledge that in the course of the Term, you will have access to Confidential Information and shall not (except in the proper course of your duties), either during the Term or at any time after the date of termination of this Agreement, howsoever arising ("**Termination Date**"), use or disclose to any third party (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- a. any use or disclosure authorised by Carousell or required by law; or
- b. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

Where the Confidential Information comprises personal data, you agree to: (i) comply with the directions of the Company and all Data Protection Laws that apply in relation to such personal data; (ii) keep the personal data under your control and ensure that, where you processes such personal data on behalf of the Company, you only processes the personal data for the purposes notified to you consistent with the terms of this Agreement and shall comply with Carousell's data protection policy as set out in <http://terms.carousell.com/article/252-privacy-policy>; and (iii) ensure that it establishes and maintains effective technical and organisational security measures to safeguard the personal from access or use.

In this Agreement: (i) "**Confidential Information**" means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of Carousell or any of its subsidiaries and its associated companies (collectively, the "**Group Company**") for the time being confidential to Carousell or any Group Company and trade secrets including, without limitation, any software, technical data and know-how relating to the Business of Carousell or of any Group Company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that you creates, develops, receives or obtains in connection with your internship, whether or not such information (if in anything other than oral form) is marked confidential; and (ii) "**Data Protection Laws**" means all applicable personal data protection laws including the Personal Data Protection Act 2012 of Singapore and its subsidiary legislation, as may be amended, supplemented or substituted from time to time. For the avoidance of doubt, Confidential Information shall include the terms of this internship and any ongoing compensation payments made to you from time to time and should not be disclosed to any entity, organisation



or person or discussed with any employee of the Company except your reporting manager and the Human Resources department.

At any stage during the Term, you will promptly on request return all and any Confidential Information in your possession to Carousell.

7. Non-Competition

You agree that you shall not, without the prior written consent of the Company,

- a. during the Term:
 - I. directly or indirectly be engaged in any other business which is the same as, similar to, or competes with the business of the Company whether as employee, volunteer, or contractor so as to harm the goodwill of the Company;
 - II. directly or indirectly be engaged in any other business whether as principal, partner, director, or agent so as to harm the goodwill of the Company;
 - III. invest in, be concerned or interested in any other business save for the holding of not more than 5 per cent of the share capital of a company whose shares are listed on any stock exchange; and
- b. for a period of three (3) months from the last day of your internship with us:
 - I. endeavour to entice away from the Company any employee with whom you have, during the course of your internship, worked, or had personal dealings with at any time;
 - II. solicit business from, or endeavour to entice away from the Company any person, firm, company or organisation who or which is and has been, at any time within the 3-months period immediately preceding the Termination Date, a client of the Company or a client who is in the habit of dealing with the Company or in respect of which the Company has formally tendered for work and with whom or which you had, during the course of your internship, direct dealings or
 - III. directly or indirectly interfere or seek to interfere with the continuance of goods and/or services to the Company from any supplier who has been supplying goods



and/or services to the Company if such interference causes or would cause that supplier to cease supplying, or to materially reduce its supply of, those goods and/or services to the Company.

8. Intellectual Property Rights

All intellectual and industrial property rights arising out of or otherwise in connection with carrying out of your duties during your internship with the Company shall immediately be assigned to and vest in the Company or such other person as may be nominated by the Company as such rights are created. All information, reports, studies, object or source codes, flow charts, diagrams and other tangible or intangible material, as well as all drafts notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related to any products or services developed by the Company (collectively, the “**Inventions**”) of any nature whatsoever produced by you or as a result of you performing your duties to the Company during your internship under the Company and all copies of the foregoing shall be the sole and exclusive property of the Company. You hereby irrevocably grant, assign and transfer to the Company all right, title and interest of any kind, nature or description in and to the Inventions, including copyrights, trade secrets and other intellectual property rights, as well as in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. You shall promptly disclose to the Company and assign any and all interest in any invention, improvement or discovery made or conceived by you, either alone or in conjunction with others, which arises in the course of your duties to the Company.

You further agree that you shall, whether during or after the term of your internship with the Company, execute all documents and do all such acts and such things as may be necessary or requested by the Company; in order to ensure that such intellectual property rights vest exclusively in the Company.

9. Usage of Company's name

You shall not at any time, even after the Termination Date, use any name in such a way in relation to any trade, business or corporation as to be capable of, or likely to be confused with, the name and/or the goodwill of the Company. You may be publicly allowed to disclose the fact of your internship with the Company upon successful completion of the internship. The Company reserves the right to not allow you to do so and the same will be communicated at the completion of the internship. You also agree not to disparage the Company or any of its officers and



employees, or act in any manner whatsoever which may damage the business of the Company or which would adversely affect the goodwill, reputation, and business relationships of the Company with the public generally, or with any of its patrons, clients, patients and customers, whether existing, prospective or otherwise.

10. Reasonableness

While we consider the above restrictions in paragraphs 6, 7, 8 and 9 to be reasonable for the purpose of protecting our legitimate business interests, we agree that if any such restrictions shall be regarded as exceeding what would be reasonable for such protection but would be valid if part of the wording were deleted or reduced in scope, then we agree that these restrictions shall apply with such modifications as may be necessary to make them valid and effective.

11. Annual Leave

The Company's annual leave year runs from 1 January to 31 December. Upon completion of three (3) months' service with the Company, you will be entitled to 14 days paid annual leave in each annual leave year (which shall accrue on a monthly and hourly basis).

The abovementioned paid annual leave entitlement is on a full-time basis, and will be pro-rated should there be a change in your Hours of Work. The time at which paid annual leave may be taken is at the discretion of your supervisor having regard to the requirements of the Company's business.

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Where entitled and leave is unexpended at the end of the calendar year, you may carry forward your untaken annual leave to the next annual leave year, in accordance with the then applicable company policies, procedures, terms and conditions as stated in the Company's staff memos.

If you have taken more annual leave than you are entitled to, you hereby consent to and the Company is hereby authorised to deduct the value of the days taken in excess of your accrued entitlement from your Allowance.



12. Sick Leave / Hospitalisation Leave

- a. Upon the completion of three (3) months' service with the Company, you shall be entitled to the following paid sick leave pro-rated to your length of service:

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

Where you have worked for a period of less than six (6) months, your entitlement will be pro-rated in accordance with the guidelines provided by the Ministry of Manpower Singapore. Prior to the completion of three (3) months' service with the Company, you are not entitled to any paid sick leave and any such leave taken may be considered as unpaid leave and the Company shall be entitled to deduct such amount(s) from your Allowance for each day of absence.

- b. The amount of paid outpatient and hospitalisation sick leave that you can take is capped at your entitlement as specified in Clause 12. Thereafter, the payment of remuneration and provision of benefits shall be at the Company's discretion.
- c. For clarity, you will not be entitled to paid sick leave or paid hospitalisation leave prior to the completion of three (3) months' service with the Company. Any sick leave or hospitalisation leave taken during such three (3) months' service may be considered as unpaid leave and the Company shall be entitled to deduct such amount(s) from your Allowance for each day of absence.



13. Termination by Notice

Either party may terminate the internship by giving two (2) weeks prior written notice or fourteen (14) days salary in lieu of notice. The Company reserves the right not to give any reasons for termination.

14. Termination for Cause

Notwithstanding any other terms of this Agreement, your internship with us may be terminated immediately by us, without prejudice to and in addition to any other remedy available to us and without notice or compensation, in the event you are found to be negligent or incompetent in your work, or guilty of insubordination, you do not comply with the reasonable requests of the management, or you are found to be in breach of the terms contained herein.

15. Data Protection

You acknowledge and agree that the Company and any Group Company may collect, store, process, disclose, access, review and/or use your personal data, whether obtained from you or from other sources, for: (a) evaluative purposes; (b) the purpose of managing or terminating your internship; and/or (c) such other purposes as required or permitted by law. You also consent to the following: that any such personal data may to the extent that it is reasonably necessary in connection with this Agreement and/or the business of the Company and the Group Companies be collected and held (in hard copy and computer readable form) and processed and used by the Company and be disclosed to:

- a. the directors, company secretary, such other officers and employees of the Company and any Group Company;
- b. any other persons as may be reasonably necessary (such as third party service providers or administrators) or as authorised by the Company, or
- c. as otherwise required or permitted by law.

You further acknowledge and agree that the Company may disclose and transfer such personal data to and from entities located outside of Singapore, provided that the Company shall ensure that the disclosure and transfer of such personal data is only for the purposes set out in this clause 15 and such personal data will be protected to a standard comparable to the protection under applicable laws.



16. Return of Documents

Upon termination of your internship you shall return to the authorised representatives of the Company in proper order and condition all documents, records, items and materials in your possession or custody relating to the business of the Company and/or belonging to us or our clients and you shall not retain any copies in any form or media.

17. Survival of Specific Provisions

The provisions of clause 6 (Confidentiality), clause 7 (Non-Competition), clause 8 (Intellectual Property), clause 9 (Usage of Company's name), clause 20 (Severability) and clause 21 (Governing Law) of this Agreement shall survive the termination of this Agreement and your internship with the Company, howsoever the same may arise.

18. Entire Agreement

The terms of this Agreement, together with such other terms as the Company may apply to your internship from time to time in its discretion, constitute all the terms of your internship with the Company, and supersedes all previous representations, statements, understandings and contracts of service between us and you (if any). Notwithstanding the foregoing, the Company reserves the right to modify the terms of your internship from time to time in its discretion.

19. Status of relationship

You agree that the intent of the internship is for you to obtain valuable insight and practical experience of the kind of work undertaken by the Company. You also acknowledge that the internship is not in any way a guarantee of employment with the Company. The relationship between you and Carousell will be that of an intern and nothing in this Agreement shall render you an employee, worker, agent or partner of Carousell and you shall not hold yourself out as such.

20. Severability

If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable laws and if such restatement is not possible,



then this Agreement shall be construed as if such invalid or unenforceable provisions had never been contained herein.

21. Governing Law

The terms of this Agreement shall be governed by and be construed in accordance with the laws of Singapore and the Company and you hereby submit to the non-exclusive jurisdiction of the Singapore courts in connection with any dispute or matter arising hereunder.

Please confirm your acceptance by signing the enclosed duplicate of this Agreement in the place indicated and returning the same to us. We look forward to your joining us and we take this opportunity to welcome you to our Company.

Yours sincerely

DocuSigned by:

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Nikhil Datt
Head of Talent Acquisition

Acceptance and Agreement

I, Joseph Hee Jia Liang, have read and understood this Agreement and accept the offer on the terms and conditions set out in the Agreement.

DocuSigned by:

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Date: Oct-17-2023