



Viddsee Pte Ltd
71 Ayer Rajah Crescent
#06-21
Singapore 139951

PRIVATE & CONFIDENTIAL

15 December 2023
Mr Chua Zhiwei

Dear Zhiwei,

OFFER OF APPOINTMENT AS OPERATIONS CONSULTANT (PART TIME)

We are pleased to offer you a role as an **Operations Consultant (Part Time)** (the "Contractor") with a fee of **SGD3,000 per month** ("Fee").

Enclosed is the Service Contract which governs the terms and conditions of your contract with Viddsee (the "Company"). We will be happy to assist you with any query you may have regarding your appointment. If you accept this offer of appointment, please sign and return a duplicate copy of this Service Contract.

We look forward to welcoming you as part of the Viddsee team.

Yours Sincerely

Ho Jia Jian
CEO
Viddsee Pte. Ltd.

I, Chua Zhiwei, Passport No: K2441840N, accept the
stated terms and conditions of the contract service. I will commence my service with effect from
15 Dec 2023.

Name & Signature

Chua Zhiwei

3 Jan 2024

Date

TERMS AND CONDITIONS OF SERVICE CONTRACT

1. FEES

1.1 Subject to the full, complete and timely performance and observance by the Contractor of all the Contractor's obligations under this Contract during the Term, the Company shall pay to the Contractor for the Contractor's services the Fee as expressed in this Contract.

1.2 The Contractor further grants the Company the option to extend the Term on the same terms and conditions hereunder during which, the Contractor shall be entitled to additional fee which shall be pro-rated against the Fee entitled under the initial term.

1.3 The payment of Fees will be on the 28th day at the end of every calendar month.

1.4 The payments shall be made by the Company to the Contractor via Bank Telegraphic Transfer, where agreeable where the receipt of every transaction shall be provided by the company upon the execution of payment.

1.5 For the purpose of all financial transactions, the Contractor shall provide the Contractor's particulars and bank details in **Schedule 1**.

2. CONTRACTED PERIOD

2.1 The Contractor shall be contracted for the period commencing 15 Dec 2023 to 15 March 2024.

3. CONTRACTOR'S WARRANTIES

The Contractor warrants, undertakes and agrees with the Company that:

3.1 The Contractor shall not without the consent in writing of the Company, reveal or make public any financial or other information relating to the Company or the terms of this Contract or the business of the Company nor issue any publicity and will not knowingly commit any act which might prejudice or damage the reputation of the Company.

3.2 The Contractor shall not enter into any contract, commitment or arrangement on behalf of the Company with any person whatsoever.

3.3 The Contractor hereby indemnifies and agrees to keep indemnified the Company from and against all actions, proceedings, claims, demands, costs (including the costs of the Company on a solicitor and own client basis) awards and damages howsoever arising, directly or indirectly as a result of any breach or nonperformance by the Contractor of any of the provisions of this Contract or any of the Contractor's undertakings, warranties or obligations under this Contract.

3.4 The Contractor shall render the Contractor's services to their best skill and ability in the manner so directed by the Company at the time, schedule and day so determined by the Company to ensure the smooth and complete performance of the Services.

3.5 The Contractor shall be responsible for his/her own personal tax and any other tax that may become due by him/her from receipt of the payment hereunder.

4. SUSPENSION AND TERMINATION

4.1 The Company shall be entitled by written notice to the Contractor given at any time during the subsistence of any of the following events to suspend or terminate the engagement of the Contractor's services for the remainder of the duration of the event and any time reasonably required by the Company to resume the use of such services and to extend the term of the Contractor's services by the period corresponding to the suspension namely:

4.1.1 the Contractor is unable in the opinion of the Company to perform or continue to perform the services;

4.1.2 the Contractor fails or refuse to perform or observe any of the services or obligations in accordance with the terms of this Contract or is in breach of any of the warranties or Contract herein contained;

5. EFFECT OF SUSPENSION/ TERMINATION

Both parties may terminate/suspend this contract within 30 days upon the receipt of written notice via standard mail or e-mail should any of the above terms be violated.

5.1 In the event of suspension of the Contractor's engagement pursuant to Clause 4:

5.1.1 While such suspension lasts, payments of the Fee will cease to fall due and upon resumption of the Contractor's engagement, the date for payment of such Fee shall be postponed by a period equal to the duration of such suspension.

5.2 In the event of termination of this Contract whether or not pursuant to Clause 4:

5.2.1 the Contractor agrees to accept the sum or monies which the Company in its sole discretion deem reasonable taking into account the services actually rendered by the Contractor up to date giving rise to such termination or the beginning of the suspension, whichever is earlier, as full and final settlement;

5.2.2 The Company shall continue to be entitled to all rights hereby granted or assigned to it.

5.2.3 Any claim which the Company may have against the Contractor in respect of any breach or non- performance or repudiation of any of the provisions of this Contract which shall be accrued prior such termination or suspension shall not be affected or prejudiced and all rights and all rights of suspension or termination under Contract are in addition to and separate from any other rights of the Company at law

6. CONFIDENTIALITY

6.1 At all times during the Term with the Company, the Contractor shall hold in strictest confidence and shall not use, disclose, remove or transfer whether directly or indirectly, to any person, firm or corporation, any trade secrets, confidential knowledge or data or any proprietary information (including information on systems, networks, customer details, business plans, policies and strategies) belonging to the Company to maintain the confidentiality of such information (hereinafter referred to as "Confidential Information"), save in the following instances:

6.1.1 where to use, disclosure, removal or transfer is required for the purpose of the performance of the Contractor's duties or functions in the Company;

6.1.2 where the use, disclosure, removal or transfer is lawfully required under the provisions of any written law; or

6.1.3 where the use, disclosure, removal or transfer is authorised by the Board of Directors of the Company.

6.2 On the termination of the Contract, the Contractor will return to the Company all materials, whether documentary or otherwise, together with copies thereof containing any Confidential Information and the Contractor will not take further copies of any of the aforesaid documents or materials after termination of the Contractor's contract service.

7. COMPANY MARKS

7.1 The Contractor will not use any Company Marks for any personal purpose or any purpose unrelated to the Contractor's employment with the Company at all times. "Company Marks" shall mean the Company logo, trademark, business name and any other insignia associated with the Company and its services and products.

8. INDEPENDENT CONTRACTOR

8.1 The Contractor is and will remain an independent contractor in his/her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8.2 Nothing in this Contract shall be deemed to constitute a partnership or a contract of employment between the Parties.

9. SEVERABILITY

9.1 If any provision of this Contract shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall be to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract and shall not in any way affect any other provisions of this Contract or the validity or enforcement of this Contract.

10. GOVERNING LAW

10.1 This contract shall be governed by, and construed in accordance with, the laws of Singapore. You shall submit to the exclusive jurisdiction of the Singapore courts.

11. ENTIRE CONTRACT

11.1 This Contract sets out the entire Contract between the Contractor and the Company with respect to the engagement of the Contractor in connection with the Company and supersedes any prior arrangements, understandings, or agreements whether written or oral between the Contractor and the Company relating thereto and may not be varied except by the instrument in writing signed by both the parties.