



Aidrivers Singapore Pte.Ltd.
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AIDRIVERS SINGAPORE PTE LTD

and

DANIEL CHAN BAIYANG

EMPLOYMENT CONTRACT

THIS AGREEMENT is dated 22nd October 2204.

PARTIES

- (1) **AIDRIVERS SINGAPORE PTE LTD** and registered in Singapore with UEN 201842206M 75 Ayer Rajah Crescent #03-17 (the "Employer")
- (2) Daniel Chan Baiyang with a registered address at Blk 512C Yishun Street 51 #04-461 Singapore 783512 ("the Employee")

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause 1 apply in this agreement.

Appointment: means the employment of the Employee by the Employer on the terms of this agreement.

Associated Employer: has the meaning given to it in the Employment Act.

Board: means the board of directors of the Employer (including any committee of the board duly appointed by it).

Capacity: means as an agent, consultant, director, Employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 4th November 2024

Confidential Information: means all and any information however recorded or preserved of the Employer or any of its customers, suppliers or agents which the Employers regards as confidential or in respect of which it owes an obligation of confidentiality to a third part which is not part of the Employee's own knowledge and experiences and which is not readily ascertainable to persons not connected with the Employer either at all or without significant expenditure of labour. Skill or money including, but not limited to, trade secrets, technical data and know how, financial information, pricing structures, customers lists, business strategy relating to the business of the Employer. It does not include any information in respect of which the Employee make a "protected disclosure" within the meaning of the Prevention of Corruption Act 1993.

Employment Inventions: means any Invention which is made wholly or partially by the Employee at any time during the course of their employment with the Employer (whether or not during working hours or using Employers premises or resourced, and whether or not recorded in material form).

Employment IPRs: means Intellectual Property Rights created by the Employee in the course if their employment with the Employer (whether or not during working hours or using Employer premises or resources).

Garden Leave: means any period during which the Employer has exercised its rights under clause 13.5.

Incapacity: means any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out Employee's duties.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: means any invention, idea, discovery, development, improvement or innovation whether or not patentable or capable of registration, and whether or not recorded in any medium.

Restricted Business: means those parts of the business of the Employer with which the Employee was involved to a material extent in the 12 months prior to termination.

Restricted Customer: means any firm, company or person who, during the 12 months prior , before termination, was a customer or prospective customer of or was in the habit of dealing with the Company with whom the Employee had contact or about whom she became aware or informed in the course of her employment.

Restricted Supplier: means any firm, company or person who during the 12 months prior to Termination was a supplier of or in the habit supplying the Employer with whom the Employee had contact or about whom they became aware or informed in the course of their employment.

Restricted Person: anyone employed or engaged by the Employer who could materially damage the interests of the Employer if they were involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Employee had material dealings in the 12 months prior to Termination in the course of their employment.

SSP: means statutory sick pay.

Staff Handbook: means the Employer's staff handbook as amended from time to time.

Termination: the date of termination of the Employee's employment with the Employer.

- 1.2. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

2. TERM OF APPOINTMENT

- 2.1. The Appointment shall be deemed to have commenced on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than **1** month prior notice in writing.
- 2.2. The first three months of the Appointment shall be a probationary period and the Appointment may be terminated by either party during this period at any time on two weeks notice or payment in lieu of notice. The employer may, at its discretion, extend the probationary period for up to a further three months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if he has successfully completed his probationary period.
- 2.3. No employment with a previous employer will count towards the period of continuous employment that the Employee has with the Employer.
- 2.4. The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

3. EMPLOYEE WARRANTIES

- 3.1. The Employee represents and warrants to the Employer that, by entering into this contract or performing any of his obligations under it, he/she will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him/her.
- 3.2. The Employee warrants that he/she is entitled to work in Singapore without any additional approvals and will notify the Employer immediately if he/she ceases to be so entitled during the Appointment.

4. DUTIES

- 4.1. The Employee shall serve the Employer as a **Senior Project Manager** or such other role as the Employer considers appropriate. The Employee will report to **Managing Director** or such other person as may be authorized by the Employer and notified to the Employee ("the Line Manager").