

Wong Seow Jun, Eric

S8302624C

81 Redhill Lane

#05-61

Singapore 150081

Date: 1 December 2024

Dear Eric,

LETTER OF APPOINTMENT- STRICTLY PRIVATE & CONFIDENTIAL

UKISS Technology Pte Ltd (the "Company") is pleased to offer you the appointment of Product Innovation Consultant, liaising with the Company's Chief Information Officer on the following terms and conditions:

01. DATE OF COMMENCEMENT OF APPOINTMENT/PERIOD

Your appointment shall commence on 1 December 2024 for a period of 24 months.

02. RESPONSIBILITIES

2.1 During your engagement, you shall: (a) assist by working closely with respective Company's employee to ensure that the application is maintained, updated and enhanced in its daily operation; (b) discharge your duties professionally and to provide advice with regards to best practice and solutions; (c) to observe and comply to the company's resolutions, regulations and directions from time to time made or given by the Company; and (d) devote the whole of your time and attention to be responsible for such duties and work which are assigned to you by the Company from time to time. (e) You may take on other trade or business outside engagement under the terms of this appointment but with prior written consent of the Company.

2.2 Job Description as per Appendix A is attached.

03. FEES

3.1 Your fee is fixed at SGD3,000 per month.

This fee shall cover your professional fees and all related expenses that you may incur during your period of engagement with the company.

We will not be responsible for any tax related charges that you may incur because of this engagement.

Your will be reimbursed by the 10th of the following month into the following bank account via PayNow to 900 57714:

3.2 You shall always keep the details of your fees strictly confidential, and you shall refrain from discussing it with any other person.

04. PROBATION PERIOD & CONFIRMATION

4.1 After a period of 3 months from date of commencement ("Probation"), we shall confirm your appointment

4.2 Your confirmation will be subject to satisfactory performance based on the Company's staff assessment at the end of the probation or earlier. This probation may be extended at the discretion of the Company.

4.3 During probation, your appointment with the Company may be terminated by either party giving to the other 1 day written notice or paying fee in lieu thereof, subject to the relevant provisions of Clause 9.

05. WORKING HOURS/WORKPLACE

5.1 Official working hours for the Company is from 09:00hrs to 18:00hrs inclusive of 1 hour lunch break, Mondays to Fridays.

5.2 However, you may be required to work for such other flexi workdays/hours as required in accordance with Company's business requirement.

5.3 The Company's workplace is in Singapore.

5.4 Your workplace is as follows:

Blk 79 Ayer Rajah Crescent, #01-03

Singapore 139955

06. Forms of Communications

You are expected to have access to broadband internet and can communicate via Whatsapp, Wechat, Telegram, Company issued email, Zoom, Microsoft Teams, Google Meet, etc.

07. Equipment

7.1 You shall purchase a windows-based notebook for your work and upon confirmation, the Company shall reimburse you of your purchase. The budget for the purchase shall be approved by the Company prior to the purchase.

7.2 Any other requirements shall be based on needs.

08. ANNUAL LEAVE

8.1 Upon having continuous 3 months service and/or confirmation, you will be entitled to 14 days of annual leave. Leave can only be consumed after the confirmation period.

8.2 The Company reserves the right to approve the application of unused paid leave to set off your notice period (if any) in the event of termination of appointment.

8.3 You are permitted to carry over 50% of your unused annual paid leave ("UAL") to the following calendar year. This carry over UAL must be utilized in not later than 6 months that follows. Otherwise, any unutilized UAL shall be forfeited without prior notice.

09. TERMINATION

9.1 After the probation referred to in Clause 4 above, either party may for any reason whatsoever terminate this appointment at any time by giving the other party no less than two (2) months' notice in writing or payment-in-lieu of notice.

9.2 During the 2-month notice period, you are not allowed to utilise your balance of paid annual leave to offset the notice period unless an approval is granted by the Company. In the event that the said approval is not granted by the Company, the Company will pay you the relevant fee for the balance of paid annual leave.

9.3 The Company further reserves the right to suspend you from this appointment during any period where the Company is investigating any alleged misconduct or breach of any Company policies or regulations by you. The Company reserves the right to require you not to attend work and/or not to undertake all or any of your duties of contract during any period of notice (whether given by you or the Company) or during any period of suspension. However, during any period of notice or suspension from this appointment, the Company shall continue to pay your fee whilst you remain contracted by the Company.

9.4 The Company shall be entitled to, at its sole discretion, suspend you without pay or terminate your contract immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this contract and to your continuing obligations under this appointment) and without any payment of fees in lieu of notice, where your contract is terminated on any of the following grounds: (a) commit any material or persistent breach of any of the provisions in this appointment or any Company policies, rules, and regulations that may be issued by the Company from time to time; (b) work for or provide services to another person (as an employee, independent contractor, consultant or otherwise) without approval and while in the appointment of the Company; (c) be guilty of any grave misconduct or conduct tending to bring you or the Company into disrepute; (d) be guilty of wilful neglect or gross negligence in the discharge of, or refuse to carry out, your duties and responsibilities; (e) if you require a work pass or any approval or consent from any governmental authority in order to work in Singapore and the relevant work pass or approval or consent is suspended, revoked, cancelled, or terminated for any reason whatsoever; (f) be indicted or convicted of any crime involving dishonesty or fraud, or be convicted of any criminal offence punishable by imprisonment; (g) participate in fraud or act dishonestly against the Company; (h) conduct yourself in a manner which demonstrates unfitness to serve, as determined by the Company reasonably and in good faith; (i) become incapable of managing your property and affairs by reason of mental disorder; (j) be unable to carry out your obligations for a period of more than sixty (60) days continuously or intermittently over any period of twelve (12) months due to illness or accident; (k) if you become bankrupt or have a receiving order made against you or make any general composition with your creditors.

9.5 Upon ceasing to be contracted by the Company, you shall (a) deliver up to the Company forthwith all material, documentation, correspondences, drawings, any other papers, information in any form or stored in any medium and all other property belonging to the Company (including any Confidential Information) which may be in your possession and/or under your control (including such as may have been made or prepared by you or have come into your possession or under your control and relating in any way to the business affairs of the Company and/or of any agent, correspondent or customer of the Company) and you shall not without the written consent of the Company, retain any copies thereof; (b) repay to the Company forthwith any outstanding loan(s) made by the Company to you (if any); (c) deliver up to the Company forthwith, labels any asset and/or property belonging to the Company and/or customer of the Company which have been assigned to you and/or which is in your possession and/or control.

10. INTELLECTUAL PROPERTY

10.1 Under Clause 10, "Intellectual Property" includes letters, patent, trade mark, trade secrets, data, processes whether registered or unregistered, registered or unregistered designs, concepts, utility models, prototypes, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to the Company or any of Company's businesses or entities whether registrable or not, moral rights and any similar rights in any country.

10.2 You may make, discover or create Intellectual Property in the course of your duties and agree that in this respect you have an obligation to further the interests of the Company.

10.3 If at any time during your appointment with the Company, you make or discover or participate in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company, full details of the Intellectual Property shall immediately be communicated by you to the Company and shall be the absolute property of the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

10.4 You shall not during the continuance of your appointment or any time after its termination, directly or indirectly disclose, divulge, impart or reveal to any person or company any Company's intellectual property which may come to your knowledge during your appointment, and shall not directly or indirectly use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business. You shall not reproduce, make copies or store, publish, make an adaptation, communicate Proprietary Information to the public in any form or manner whatsoever. You acknowledge that any and all of the above actions whether committed as a single act or by cumulative actions will constitute an unauthorised use of Proprietary Information.

10.5 Rights and obligations under this clause shall continue in force after termination of your appointment in respect of Intellectual Property made during your appointment with the Company and shall be binding upon your representatives.

11. CONFIDENTIALITY AND NON-DISCLOSURE

11.1 Under Clause 11, "Confidential Information" shall mean such information which is the propriety of and/or confidential to the Company including (but not limited to) any of the trade secrets or confidential operations carried on or used by the Company, dealings of the company, secret or confidential information which related to the business or affairs, customer confidential information, the Company's technology, analyses, compilations, reports, data, specifications, concepts, source or object codes in an executable form or otherwise, drawings, documentation or manuals, the terms and conditions of this appointment, budgets, financial information, accounts, financial statement, customer lists, marketing studies, drawings, notes, memorandum and the information contained therein.

11.2 You shall not (except as authorized or required by the Company) reveal to any person, firm or company any Confidential Information which may have come to your knowledge during your appointment or otherwise and shall keep with complete secrecy all Confidential Information entrusted to you and shall not use or attempt to use any such information in any manner which may or may be likely to injure or cause loss either directly or indirectly to the Company or any of its businesses. This restriction shall continue to apply after the termination of this appointment without limit in point of time.

12. NON-COMPETITION

12.1 Without prejudice to the rights of the Company under general law, you shall not, within the territories (countries, regions, geography) which the Company operates, directly or indirectly, except as a representative or nominee of the Company whilst you are an employee of the company or otherwise with the Company's prior written consent during your appointment: (a) and within a period of six (6) months after you cease to be an employee of the Company, either on your own account or for any other person directly or indirectly solicit, interfere with or endeavour to entice away from the Company any person who to your knowledge is now or has been a client, customer or employee of or in the habit of dealing with the Company, (b) and within a period of six (6) months after you cease to be an employee of the Company, either alone or jointly with or as a manager, agent, director or employee of any person, firm or company directly or indirectly carry on or be engaged or concerned or interested in the business undertaken and engaged by the Company, or in any business similar to or in competition with such business, (c) and within a period of six (6) months after you cease to be an employee of the Company, directly or indirectly join, assist, service or support as an employee, contractor, consultant, advisor or outsourced resource, whether remunerated or otherwise, a client, customer or business in the habit of dealing with the Company.

13. CONFLICT OF INTEREST

During the term of this appointment, you shall not (except as a representative or nominee of the Company or otherwise with the prior consent in writing of the Board) directly or indirectly engaged, concerned, or interested in any other business which is wholly or partly in competition with any business carried on by the Company by itself or in partnership, common ownership or as a joint venture with any third party

14. REMEDIES

14.1 Whereas Clause 10, 11, 12, 13, without prejudice to any other rights or remedies which the Company may have, you acknowledge and agree that damages would not be an adequate remedy and the Company shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of these clauses by you and no proof of special damages shall be necessary for the enforcement by the Company of the rights under this appointment.

14.2 For any breach of Clause 10, 11, 12, 13, you are liable to compensate damages to the Company

15. GENERAL TERMS OF APPOINTMENT

15.1 It is a condition of this appointment that you comply with the Company's rules, practices, policies, and procedures, whether expressed or implied in force at the time of your appointment and as and when amended.

16. AGREEMENT PREVAILS

This Agreement supersedes all previous agreements and arrangements (if any) relating to your appointment by the Company (which shall be deemed to have been terminated by mutual consent).

17. PERSONAL DATA

The Company shall maintain a personal file relating to your appointment. The information held on you, either in hard copy or on computer files will include sensitive personal data. In accepting this position, you hereby give explicit consent to the processing of personal and personal sensitive data for normal appointment purposes.

18. GOVERNING LAW

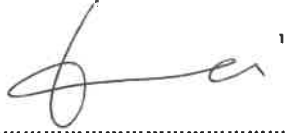
This appointment shall be governed by and construed in accordance with the laws of Singapore and both you and the Company agree to be subject to the exclusive jurisdiction of the Singapore courts.

19. COMPANY'S DECISION FINAL

In case of doubt or dispute as to the application or interpretation of these terms and conditions of service, the decision of the Company shall be final.

Please acknowledge acceptance of this offer of appointment by signing and returning the duplicate of this letter. All the best in your career with UKISS Technology Pte. Ltd.

Yours sincerely,



.....
Lim Koon Chai, Chief Information Officer
UKISS Technology Pte. Ltd.



Acceptance of Terms

I, Wong Seow Jun, Eric, S8302624C (the "You" or "Your" mentioned before) accept the above said Terms and Conditions of Service offer by UKISS Technology Pte. Ltd. (the "Company" mentioned before).



.....
Signature

Date: 1 DEC 2024

