
PRIVATE & CONFIDENTIAL

22 September 2021

Lin YongQuan, Aloysius (NRIC No. [REDACTED])

Dear Aloysius,

LETTER OF EMPLOYMENT

We are pleased to offer you employment for the post of **Manager, People and Culture** at GetGo Technologies Pte Ltd, commencing on 01 December 2021. Your employment will be subjected to the following terms and conditions:

1. Salary

Basic Salary: [REDACTED] (inclusive of 10% MVC)

The salary will be payable to you on a monthly basis for the service performed from the first to last day of the month. It shall be payable on the last day of each calendar month.

2. Probation Period

The period of your probation is three (3) months, commencing from the date of your employment.

During this probation period, where the Company is in the opinion of the opinion that your service is unsatisfactory, the Company shall have the right to extend your probation period, or terminate your service by giving one (1) week notice in writing to you or by paying one (1) week salary in-lieu of notice.

3. Main Duties and Responsibilities

- Work closely with the CEO and leadership team in creating a culture that attracts and retains high-caliber talents across the organisation;
- Play a key role in collaboration with business leaders to develop and execute People and Culture strategies and activities that foster growth, drive results, increase employee satisfaction and sense of belonging, and increase organisational effectiveness;
- Lead the strategic discussions and implementation of important initiatives in employer branding, employee engagement & motivation, employee/manager career development,

performance management, benefits & compensation, diversity & inclusion, safety, wellness, etc;

- Oversee the smooth execution of day-to-day people operations and processes to ensure high quality delivery of related processes;
- Be the key advocate in ensuring the creation and consistent and disciplined application of people policies, standards, guidelines and tools;
- Champion company culture, values & missions, and employee engagement practices to align with company goals.

4. Confirmation

At the end of your probationary period, the Company will assess your suitability for continued employment and confirm your employment in writing. In the event whereby the Company is of the opinion that your service is unsatisfactory at the end of the probationary period, the Company shall have the right to extend your probation period, or terminate your service by giving one (1) week notice in writing to you or by paying one (1) week salary in-lieu of notice.

5. Working Hours and Rest Days

Number of Working Days per Week:	5.0 days
Mondays to Fridays:	09:00AM to 6:00PM (8.25 hours per day)
Lunch Breaks:	45 minutes
Off Days:	Saturday and Sunday

Notwithstanding the above, you may work such hours and at such times as may be agreed with your manager. Your specific work schedule may vary according to the operational needs of the business. You may be required to perform work on weekends, public holidays, and in excess of the usual office hours when such is reasonably necessary for the proper performance of your duties. Any remuneration for this additional work shall be deemed included in your basic salary and you shall not be entitled to any additional remuneration or overtime, unless required by local law or as deemed reasonably by the Company.

6. Authorised Deductions

The Company reserves the right to make deductions for CPF, Income Tax, and any other deductions authorised by the employees or Government Authorities.

7. Annual Leave

Upon three (3) months of continuous employment, you shall be entitled to fourteen (14) working days paid Annual Leave per annum, in addition to the Statutory Public Holidays.

You are permitted to carry forward a maximum of 5 days unutilised annual leave, and it must be utilised by end of June in the following year.

8. Medical Leave

Upon three (3) months of continuous employment, you are eligible for paid sick leave not exceeding the aggregate of:

- a) Fourteen (14) days in each year if no hospitalisation is necessary; or
- b) Sixty (60) days in each year if hospitalisation is necessary, inclusive of the fourteen (14) days sick leave

9. Hospitalisation, Surgical, and Medical Benefits

Upon three (3) months of continuous employment, the Company shall provide insurance coverage for Group Outpatient Medical.

The insurance coverage for the respective plans will be communicated to you and it will be subjected to the terms and conditions stipulated in the contract the Company has with the insurer.

10. Annual Increment

Annual Increment, if any, will be awarded to you in April. The amount to be given will be at the discretion of the Company and will vary according to your capabilities, performance, work scope and duties of work, as well as the Company's performance. The annual increment is payable to staff who have at least one (1) year of continuous service as at 1 April of the calendar year.

11. Annual Wage Supplement and Variable Performance Bonus

Annual Wage Supplement of one (1) month's base salary will be paid in or around April for each full calendar year of employment completed. In addition, at the discretion of the Company, you may be awarded a performance bonus in the form of an annual variable bonus in accordance with your individual and the company's performance. If awarded, this will also be paid in or around April each year.

12. Attendance and Punctuality

Employees are expected to report for work on time. If you are unable to do so due to any unavoidable reasons, contact your superior immediately.

All employees are expected to avoid any unnecessary absences, because regular attendance and punctuality are essential for efficient operations. Irregular attendance, lateness, and tardiness at work will render employees liable for disciplinary action in accordance with the Company's regulations.

13. Adherence to Rules and Regulations of the Company

You shall comply with the Company's rules and regulations and observe all the Company's work procedures and policies, failing which you will be subject to disciplinary actions.

14. Dismissal for Gross Misconduct

If at any time you are found guilty of misconduct inconsistent with the fulfilment of the expressed or implied conditions of service, or any wilful breach or continued neglect of these terms and conditions or of the duties from time to time assigned to you, including but not limited to the following:

- i. Absence from work for more than two (2) working days continuously without approval or good excuse and without informing or attempting to inform the Company of the excuse for such absence;
- ii. Wilful insubordination or refusal to carry out a reasonable and lawful instruction of a superior;
- iii. Refusal to work;
- iv. Gross negligence at work that resulted in losses or damages suffered by the Company;
- v. Wilful slowing down in performance of work;
- vi. Sleeping in Company premises during official working hours;
- vii. Failure to resume employment without cause on expiry of maternity leave;
- viii. Working for another employer whilst on maternity leave;
- ix. Any omission to declare, false declaration or misrepresentation regarding your personal particulars and your past employment related matters;
- x. Organising, holding, attending, or taking part in any meeting within the Company premise which is not in connection with the Company's business without first obtaining the prior permission of the Company;
- xi. Displaying, pasting, or distributing any documents, circular, or publication within Company premises or removing the same without prior permission from the Company;
- xii. Breaching the Company's rules relating to confidentiality;
- xiii. Lending or borrowing money in Company premises in circumstances prejudicial to good discipline;
- xiv. Committing any act of subversion contrary to good discipline in the Company;
- xv. Failure to observe safety and health regulation in circumstances that will cause injury to any other person or damage to Company property;
- xvi. Smoking in prohibited places;
- xvii. Theft or dishonesty;
- xviii. Fighting, whether provoked or otherwise;
- xix. Conduct which is likely to endanger the safety of another person;
- xx. Being drunk, intoxicated, in possession of alcoholic drinks, disorderly conduct, indecent behaviour, intimidation, coercing or interfering with the work of other employees whilst in Company premises;
- xxi. Gambling in Company premises;
- xxii. Wilful or negligent action resulting in damage to Company property;

- xxiii. Conviction by any court of law for a criminal offence;
- xxiv. Committing an act which is detrimental to the Company's good image or interest;
- xxv. Possession of any lethal weapons in Company premises;
- xxvi. Inciting, influencing or collaborating another employee to commit any of the above major misconduct;
- xxvii. Careless and/or wilful damage to customers' property;
- xxviii. Careless and/or wilful damage to other third party's property;
- xxix. Sexual harassment, either verbal or physical;
- xxx. Falsification or alteration of any official documents or forms including letterheads, name cards, etc;
- xxxi. Breach of security or action resulting in damage to the record of information, including computer systems;
- xxxii. Breach of any professional or institutional rules, codes of conduct or ethics which might adversely affect the interest of the organisation;
- xxxiii. Participating in or benefiting from unethical or other business practices without the organisation knowledge;
- xxxiv. Acting in the capacity as representative of the organisation for the purpose of soliciting personal favours or business gains;
- xxxv. Any other misconduct not mentioned above as may be determined from by the Company from time to time

The Company may terminate your employment forthwith without any notice or payment in-lieu of notice.

15. Termination

At any time during the probationary period, either party may terminate the service by giving the other party one (1) week written notice or pay in-lieu thereof, without assigning any reason whatsoever.

After confirmation, either party reserves the right to terminate this letter of employment by giving notice in writing or pay in-lieu thereof without assigning any reason whatsoever for the length of time as follows:

- a) One (1) day notice for committing an act of misconduct that is liable for termination
- b) One (1) months' notice.

Notwithstanding the above conditions, the Company reserves the right at all times to terminate your service immediately if you should be guilty of misdemeanour, gross misconduct, negligence or any breach of any of the terms of this Letter of Employment or any other conditions of service or rules and regulation laid down by the Company from time to time for all employees.

In the event that your service is no longer required by the Company, you shall return all of the Company's assets that are mentioned in the Asset Withdrawal Form issued to you when you receive the said assets.

The Company shall be entitled to retain your last salary, should you fail to return the above-mentioned assets.

16. Intellectual Property Rights

All intellectual property rights (whether registered or not) over any information, sign, mark, process, know-how, formula, document or item belonging to the Company which you may come into contact or which may be disclosed to the you in the course of your employment with the Company, shall continue to belong only to the Company. Any intellectual property rights (whether registered or not) developed or created by you in the course of your employment with the Company, whether on your own or with other person(s), shall belong only to the Company and you hereby irrevocably and unconditionally waive any rights or claims which you may have over the same.

17. Covenant Not to Complete

17.1 Non-Compete

In consideration of your employment, you will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in a “Restricted Business” (as defined herein) during your employment with the Company and its subsidiaries, unless with the approval of the Company.

Definition:

“Restricted Business” means

- i. Companies involved in similar businesses managed by the Group.

Notwithstanding the foregoing, the Restricted Business shall apply to products and services in direct competition with the Company.

17.2 Non-Solicit

17.2.1 Non-Solicitation of Customers

You further agree that you will not, during the course of your service to or employment by the Company (including any current or future employment of him by the Company) and for a period of one (1) year commencing upon the termination of your service or employment, solicit the trade or patronage of any of the customers or known prospective customers of the Company, or any of its entities, or anyone who has heretofore traded and dealt with the Company, or any of its entities, regardless of the location of such customers or prospective customers.

17.2.2 Non-Solicitation of Other Employees and/or Consultants

You agree that you will not, during the course of your service to or employment by the Company and for a period of one (1) year commencing upon the termination of your service or employment, individually or on behalf of persons not parties to this Letter of Employment now, aid or endeavour to solicit or induce any other employee, employees, consultant and/or consultants of the Company, or any of its entities, to leave their employment with the Company in order to accept a position of any kind with any other person, Company, partnership or corporation.

17.3 Non-Disclosure

17.3.1 At no time during the term employment, or thereafter, will you, without prior written consent of the Company, divulge, disclose or make accessible to any person or entity any confidential non-public document or information concerning the business or affairs of the Company that you have acquired in the course of your employment hereunder, except:

- i. to the Company or to any authorised agent or representative of the Company;
- ii. in connection with performing your duties under this Letter of Employment;
- or
- iii. when required to do so by law or by legal process.

17.3.2 The restrictions mentioned in Clause 17.3.1 shall not apply to any document or information:

- i. that has previously been disclosed to the public, or is in the public domain, other than as a result of your breach of this covenant; or
- ii. is known or generally available within any trade or industry of the Company

18. Personal Data Protection Act (PDPA)

You hereby agree that the Company and any other company within the Group may collect, store, process, disclose, access, review and/or use personal data (including sensitive personal data) about you, whether obtained from you or from other sources, for the purposes set out below and/or any other evaluative purposes and/or the purposes of managing and/or terminating your employment with the Company or any other company within the Group:

- i. administering and maintaining personnel records;
- ii. paying and reviewing salary and other remuneration and benefits;
- iii. providing and administering benefits;
- iv. undertaking performance appraisals and reviews;
- v. maintaining records for sickness, holiday and other absence, including maternity, childcare or infant care leave;
- vi. making decisions about your fitness for work;
- vii. providing references and information to future employers, and if necessary, government bodies, including, the Inland Revenue and the Central Provident Fund Board;

- viii. providing information to current and/or future partners and/or purchasers of the Company and/or its business and/or any company within the Group or any of their respective business;
- ix. maintaining medical records, including information about your physical and mental health or condition;
- x. disciplinary and grievance matters; and
- xi. recruitment activities.

19. Confidentiality

At no time during the term of employment, will you, without prior written consent of the Company, divulge, disclose or make accessible to any person or entity, including your colleagues at GetGo Technologies Pte Ltd or any of its subsidiary and associate companies the terms and conditions of your Letter of Employment with the Company.

Terms and conditions not stated in this Letter of Employment should either follow the Company's Policies and Procedures, or the Employment Act.

If you accept this offer and the conditions stated above, please sign the duplicate copy of this letter and return the same to us.

Yours Sincerely



Toh Ting Feng
CEO & Co-founder
GetGo Technologies Pte Ltd

ACKNOWLEDGEMENT

I, Lin YongQuan, Aloysius (NRIC No. [REDACTED]), hereby accept employment with GetGo Technologies Pte Ltd under the terms and conditions set forth in this letter.



28 Sep 2021

Signature and Date