

Private and Confidential24th February 2025

JAMES KENNETH CHIEN CHENG
12 Kew Avenue
Singapore 466303

Dear James

APPOINTMENT AS SALES MANAGER

We are pleased to offer you the above mentioned full-time position with Pro-Datech Systems Pte Ltd (hereinafter “The Company”), a subsidiary of Cloudearon Pte Ltd (hereinafter “The Group”) on the following terms and conditions.

1. REMUNERATION**Monthly Salary & Allowance**

You will be paid a basic monthly salary of S\$ [REDACTED] effective from your first day of employment with the Company.

Handphone Claim

You are entitled to claim a monthly handphone claim up to a maximum of S\$ [REDACTED] with phone bill provided.

Transport Allowance

You are entitled for a fixed monthly transport allowance of S\$ [REDACTED]. The sum is intended to cover all applicable expenses related to transport including parking fees, public transport fares taxi fares, access fees to city areas if any, mileage for business travel to customers' locations/business meetings/classes, and travel to and from work after office hours/weekends.

Commission

You will be paid sales commission based on the Gross Profit (GP) on a quarterly basis as follow:

- [REDACTED] of GP upon achieving 100% & above of Quarterly Gross Profit Target.
- [REDACTED] of GP upon achieving 70% & above of Quarterly Gross Profit Target
- [REDACTED] of GP upon achieving 50% & above of Quarterly Gross Profit Target

Gross Profit (GP) Quota

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Your quarterly GP quota shall be at S\$XXXXXX. Each quarter is based on calendar quarter, i.e Jan to Mar, Apr to Jun and so forth. If your join date is not at the beginning of the quarter, the quota will be pro-rated for the quarter.

Commission is only payable on the following month upon collection from customers.

An annual salary review will be carried out in July of each calendar year. To be eligible for salary review, you must be on employment with the Company for at least one year. In addition to the annual review, your quota and basic salary will be reviewed as and when required based on your performance.

2. PROBATION

Your probation is 3 months and your performance will be assessed at the end of this period. The Company reserves the right to extend your period of probation if it is considered necessary.

3. TERMINATION

Upon confirmation of employment, either party can terminate this employment by serving on the other one (1) month's notice in writing or salary in lieu of notice. But one (1) weeks' notice is required during the probationary period.

The Company reserves the right to approve or reject the payment of salary in lieu of notice. The Company also reserves the right to approve or reject the use of outstanding annual leave to offset the notice period required. Whilst serving the notice period, you are not to be employed by any other organization without written approval from the Company.

The Company reserves the right to dismiss you from service if you should be guilty of misdemeanour, misconduct, negligence or breach of any of the terms of this offer or any other existing terms and conditions of service or rules and regulations laid down by the Company from time to time. Specifically, any breach of the terms set out in Paragraph 8 to 11 may result in summary dismissal without salary in lieu of notice, in liability for damages in a civil suit, and in appropriate cases, to prosecution for a criminal offence.

4. WORKING HOURS

The Company's current official working hours are:

Monday to Friday : 9.00am to 6.00pm (including 1-hour lunch)

Notwithstanding the above, should the official working hours of the Company change, employee will be required to follow the working hours as informed by the Company.

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You may, from time to time, be required to work at other time than the stated official working hour, if exigencies of the Company's business so require.

Should you be assigned to work at the client's premises, you will follow the operational hours of the client.

5. PLACE OF WORK/ TRANSFER

During your employment with us, you may be assigned to work at the Company's own premises or any of its client's premises at the sole discretion of the Management.

6. BENEFITS

Annual Leave

You are entitled to ☐ working days leave with full pay per calendar year of service or the pro-rated amount thereof, such leave to be taken at times convenient to the Company upon completion of probation. Only half of the balance Annual Leave can be carried forward to the next calendar year while the balance will **NOT** be settled by salary in lieu of Annual Leave paid to you. Any leave carried forward must be utilized by the first half of the new Calendar year otherwise it will be forfeited.

Medical Leave and Hospitalization Leave

Upon confirmation, you are entitled up to ☐ days for medical leave and ☐ days for hospitalization leave on the certification of registered medical practitioner. The ☐ days of hospitalization leave includes the ☐ days' medical leave entitlement.

Medical Claim

Upon confirmation, you are entitled to medical treatment and medicines up to a maximum of S\$☐ per consultation, capped at a maximum of S\$☐ per year. The Company shall not pay for the specialist and dental medical expenses.

7. CONFIDENTIALITY

Whilst under the employment of the Company, you shall not divulge or through failure to exercise all due care and diligence, cause any unauthorised disclosure of all confidential information of the Company or any subsidiaries of the Group that may come to your knowledge or into your possession/custody to any third party without the expressed consent of the Chief Executive Officer or as is properly required in the discharge of your duties.

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Without limiting the generality of Paragraph 9, the information that is to be treated as strictly confidential are lists and details of customers and suppliers, prices of goods or services supplied to or by the Company or any subsidiaries of the Group, negotiations status of contracts, commercial relationships with suppliers, customers and associates, all non-published financial data (past or present), budget plans, marketing strategies and competitive analyses.

If you cease to be employed by the Company for any reason, you shall not indulge in such businesses or activities as aforesaid or use such information to your advantage or to the advantage of any person, company or body corporate.

8. RESTRAINT OF TRADE

If you cease to be employed by the Company for any reason, you are prohibited from soliciting business from customers or suppliers of the Group or to induce such customers or suppliers to cease business with the Group for a period of six (6) months from the date of termination of your employment.

9. PROPRIETARY RIGHTS

All products created, developed or licensed to be used by the Group either before you were or while you are in the employment of the Company shall be and remain the property of the Group.

10. NON-COMPETITION CLAUSE

While you are employed by the Company, you shall not engage in any business or activity that competes directly or indirectly with the Group except with the expressed consent of the Executive Director.

11. GENERAL

If you are required under law to retain a work pass in order to work in Singapore, this offer and its continuance is subject to the approval of the work pass from the relevant authorities of Singapore.

Your employment by this Company will be on the basis that the information supplied to us in the course of your application is correct.

Notwithstanding the above conditions, those detailed in Employee Handbook will also apply. The Company may vary the terms and conditions of employment from time to time without prior notice to the employee.

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12. ACKNOWLEDGEMENT

In acknowledgement of your acceptance of the foregoing terms, please sign and return the duplicate of this letter. We would like to hold this offer for your consideration for one (1) week from the date of this letter. If we do not receive your acknowledgment on the duplicate copy within one (1) week, we shall regard it as unacceptable to you and shall treat it as a withdrawn offer.

This Letter of Appointment, duly signed, constitutes an agreement between you and the Company. In the event of any failure to execute this agreement, the aggrieved party shall have the right to seek compensation for damages for loss and expense incurred in connection with the making of the offer of employment and for all incidental expenses incurred and inconveniences suffered as a result from the defaulting party.

We hope that you will view your employment with us as an opportunity to grow in an organization which prides itself in being progressive, and which recognizes and rewards employee according to their contributions.

We welcome you to join us and look forward to a rewarding association with you.

For and on behalf of
Pro-Datech Systems Pte Ltd



Chew Siew Kheng
Chief Executive Officer

Acceptance of Offer :

Company	Employee
	



Committed To Deliver

Pro-Datech Systems Pte Ltd

71 Ayer Rajah Crescent #06-05 Singapore 139951

T 6275 7000 F 6272 0602

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I, James Kenneth Chien Cheng, **NRIC No. S**  **083Z** have read and understood the terms and conditions stated herein hereby accepts the said terms and conditions.

I will commence duty on _____.

Signature: _____



Date: 24th February 2025

Company	Employee
	