

THE GENTLEBROS PTE. LTD.
1 SCOTTS ROAD, #24-10, SHAW CENTRE, SINGAPORE 228208
(Incorporated in the Republic of Singapore)
Company Registration No. 201529202R

25 February 2022

Brendan Ke Dengyao
Block 442D Fajar Road
#11-38
Singapore 674442

BY EMAIL

Dear Mr Ke,

LETTER OF OFFER

- Appointment as Junior Software Engineer

On behalf of The Gentlebros Pte. Ltd. (the "**Company**"), we write to confirm our offer to you to be employed as a **JUNIOR SOFTWARE ENGINEER**, subject to the terms and conditions set out in this offer letter (the "**Offer Letter**") and in the enclosed Terms and Conditions of Employment (including its attached Schedules) (the "**Terms and Conditions**").

This offer is strictly conditional and subject to the conditions set out immediately below. Should you not comply with any of these conditions, the Company reserves the right to withdraw this offer (with the result that this offer will have no legal effect) or terminate your employment with immediate effect. For the avoidance of doubt, you will not be able to commence any employment with the Company until the following conditions have been satisfied:

1. The Company's receipt of references and background checks which are satisfactory to the Company; and
2. The receipt by the Company on or before 25 February 2022 of satisfactory evidence of your legal right to work and reside in Singapore (e.g. the appropriate work or employment pass, Singapore identity card, valid passport, or other documents which clearly establish that you have the legal right to enter, reside in, remain and work in Singapore).

This offer of employment will remain open until 11 March 2022 after which time it will lapse and will be deemed to be withdrawn if it is not accepted by you by this date. If you would like to accept this offer, we would be grateful if you would sign your acceptance in the attached copy of this Offer Letter and the Terms and Conditions, and initial against every page thereof and return it to us by the aforementioned date.

We look forward to welcoming you to The Gentlebros family!

Yours faithfully

For and on behalf of The Gentlebros Pte. Ltd.



Wong Liang Wai
Director

ACKNOWLEDGMENT

I, Brendan Ke Dengyao (NRIC: S8535345D), hereby unequivocally acknowledge and accept this offer of employment and all the Terms and Conditions applicable thereto.



Brendan Ke Dengyao
25 February 2022

SCHEDULE 1

Summary of Employment Details

S/No.	Item	Details
1.	Full Name of Employee	Brendan Ke Dengyao
2.	NRIC/Passport Number	S8535345D
3.	Job Title	Junior Software Engineer
4.	Job Scope	Programming and contributing to the development of game projects in the company.
5.	Supervisor	Weng Junxuan
6.	Work Location	Block 442D Fajar Road #11-38 Singapore 674442 The Company operates on a hybrid on-site and work-from-home using telecommuting basis, depending on job function. All employees are required to work at their designated location until such time as the Company directs otherwise. You may also be required to work at any other premises of the Company, or at other remote locations from time to time, depending on the operational requirements of the Company, or as may be determined by your immediate Supervisor.
7.	Commencement Date	Commencement Date 7 March 2022
8.	Probation Period	Six (6) months from the Commencement Date, whereupon you will be confirmed. The Company reserves the right to extend your Probation Period at its sole and unfettered discretion in order to properly assess your suitability for the Position and your competence in managing the Job Scope. Please note that you are not entitled to any Company benefits during the Probation Period. Details of the Company benefits and your eligibility for the same are set out in this Agreement and/or the Employees' Handbook, as appropriate.
9.	Monthly Remuneration	Basic Salary \$3800 during the Probation Period. Basic Salary \$3800 after confirmation. CPF (Employee Contribution): \$760 CPF (Employer Contribution): \$646 CDAC contribution from Employee: \$1.50 Take Home Salary: \$3038.50 Your salary will be paid in Singapore on the 25th of each calendar month during your period of employment or the immediate preceding working day where the payment date falls on a weekend or public holiday, pro-rated for any incomplete months, and subject to any applicable withholding tax or other required deductions under applicable laws and regulations, and in accordance with your contractual obligations and set-offs for any amounts owing to the Company for whatever reason. Where CPF contributions are applicable, the Company shall make the necessary deductions from your salary to be paid to your CPF account. Additionally, and by default, the Company will deduct the relevant Self-Help Group (SHG) contribution in accordance with the requisite contribution rates as set out for your designated SHG as applicable. You are personally responsible for declaring and paying all personal income tax in whichever country you are deemed to be a tax resident. The Company will reimburse you for all reasonable out-of-pocket expenses incurred by you in the course of your employment, subject always to your compliance with the Company's requirements for documents supporting such claims and obtaining prior written approvals.
10.	Leave Benefits	You will be entitled to the following days of paid leave for each completed year of employment with the Company: Annual: Up to eighteen (18) days for the first continuous twelve months of service completed, subject always to the proviso that you are only entitled to carry forward no more than seven (7) days of any unused Annual Leave entitlement to the following calendar year and any days of Annual Leave brought forward but not utilised shall expire and shall not be subject to any payment in lieu for the same; Leave Increment: For each additional continuous twelve months of service completed, 1 additional day of paid Annual Leave up to a

		ceiling of twenty-one (21) days; Hospitalisation: Up to sixty (60) days, inclusive of fourteen (14) days of Sick Leave, for each full year of service completed and subject always to the requirement of provision of written certification from a qualified medical or dental practitioner confirming your unfitness for work during the relevant period and failing which, or where you have exhausted your Sick Leave entitlement, shall be taken to be Annual Leave or Unpaid Leave as applicable; Compassionate: Three (3) days, upon the death of an immediate family member such as your grandparent(s), parent(s), spouse, children, or sibling(s); Marriage: Three (3) days on the occasion of your first legal marriage, to be claimed within three (3) months after the date of the registration of the marriage; Maternity: Sixteen (16) weeks if you are an eligible mother under section 9A(1) of the Child Development Co-Savings Act; Paternity: Two (2) weeks' Government-Paid Paternity Leave (GPPL) if you are an eligible father under section 12H(1) of the Child Development Co-Savings Act; and Childcare: Six (6) days for each child below seven (7) years old, in accordance with the Child Development Co-Savings Act. If you are a non-exempt employee subject to the coverage of the Employment Act, you will be entitled to annual leave, sick leave and hospitalisation leave in accordance with the number of days prescribed for your salary level in the Employment Act. For the avoidance of doubt, where you have worked less than a full year, any leave entitlement will be accrued on a pro-rated basis calculated from the number of full months of employment you have completed during the calendar year of the Company under review.
11.	Other Benefit Details	Annual Bonus You may qualify for an Annual Bonus provided that you have worked a minimum of a complete month within a calendar year and if you remain an employee of the Company at the time of the payout. This is not an entitlement but is discretionary based on your individual performance and the financial performance of the Company. The Annual Bonus shall be paid based on the number of completed months of service in a calendar year: - Completed 12 months = Basic Annual Salary ÷ 12 - Completed less than 12 months starting on 1st of month = (Basic Annual Salary ÷ 12) x (no. of completed months in calendar year ÷ 12) - Completed less than 12 months starting partway in month = (Basic Annual Salary ÷ 12) x [no. of completed hours in calendar year ÷ (52 x actual working hours per week)] The Company is entitled to adjust the payout date and the Annual Bonus amount at its discretion. Project Profit-Sharing Bonus (Developers Only) You may qualify for a discretionary Project Profit-Sharing Bonus at the end of the calendar year where the same has been declared, provided you have worked a full twelve months in that calendar year, have been significantly involved in a Project (for at least 75% of a Project's development cycle), and subject always to the Company's discretion arising from its financial performance for that Project, as well as your individual performance assessment. The Project Profit-Sharing Bonus is computed based on the net revenue received by the Company for the relevant Project after deductions for expenses and applicable corporate taxes out of which you will receive Profit Tokens representing a single portion of the total quantum of profits for distribution. Your Profit Tokens will be tallied at the end of the Company's financial year on 30 June, at which point any Project Profit-Sharing Bonus accruing thereunder will be paid out to you at the end of February during the next financial year, provided you remain an employee of the Company as at the payout date. Unless otherwise specified, the Project Profit-Sharing Bonus is computed at 5% of the Company's profit recognised for the Project multiplied by the proportion of your Profit Tokens against all Profit Tokens issued for that Project. The Company is entitled to adjust the payout date, the Project Profit-Sharing Bonus amount and the quantity and value of the Profit Tokens allocated

		for a Project and to you at its discretion. Medical and Dental Benefits The Company will reimburse you (and your dependents where applicable) for reasonable outpatient medical expenses at government outpatient dispensaries, polyclinics and specialist outpatient clinics for up to S\$500 per calendar year, and dental expenses up to S\$120 per calendar year, subject to you co-paying 15% of the medical expenses charged for each claim.
12.	Salary Review	This is only applicable to staff who have completed at least six (6) months of service and were confirmed within the financial year. Your salary will be reviewed during the Company's Annual Salary Review at the beginning of each financial year. The increment amount shall be pro-rated based on the number of full months of employment you have completed during the financial year of the Company under review.
13.	Normal Working Hours	You will work a minimum of forty (40) hours a week, five (5) days a week from Monday to Friday, typically from 10:00 am to 6:00 pm with a paid lunch break of one (1) hour, save where working from home in which case the Company recognises flexible working hours subject to the overall number of hours required per week. The Company may instruct you to work for periods beyond the normal working hours without overtime pay where required to meet project deadlines and you will comply with such instructions and in all cases, agree to remain contactable between 10:00 am to 7:00 pm on weekdays. You further agree and accept that the Company reserves the right to alter the working hours to meet its business needs and you hereby acknowledge that any such changes are reasonable.
14.	Termination Notice Period	Written notice or payment of salary in lieu of notice in accordance with the corresponding period under the Employment Act during the Probation Period; or Two (2) month's written notice or payment of salary in lieu of notice after you have been confirmed as a permanent employee of the Company. The Company may, but is not obliged to, encash any unutilised Annual Leave accrued upon the termination of your employment. Where any Annual Leave was taken in excess of your leave entitlement for that financial year, you will be obliged to repay the same to the Company and the Company may deduct the same from any amounts owing to you upon termination. You may also be required to utilise any outstanding Annual Leave accrued during the Termination Notice Period. Upon the issuance of notice of termination of employment, you are obliged to immediately surrender to your Supervisor all data, materials, documents, assignments, projects and any other property of the Company. Any retention of any Company property shall be deemed to be serious misconduct and may subject you to legal consequences and criminal liability.

I have read and understood the employment details as set out in this **Schedule 1**. I hereby accept and agree to abide by them.



Feb 28, 2022

Signature/Date

SCHEDULE 2

The Gentlebros Pte. Ltd. Employment Terms & Conditions

1. Employees' Handbook

- 1.1 You agree at all times to abide by the Company's rules and regulations as may be set out in the latest version of its Employees' Handbook which is incorporated into these terms and conditions of employment by reference.
- 1.2 Breach of any part thereof may subject you to the appropriate disciplinary action, including but not restricted to dismissal, demotion or deduction of salary.
- 1.3 The Employee's Handbook is subject to amendment or revision at any time at the sole and unfettered discretion of the Company. The latest version in effect shall be made available by the Company and in the event of any conflict with regard to the contents of the Employees' Handbook, the interpretation of the Company's management shall be final and conclusive.

2. Term, Appointment and Duties

- 2.1 Your employment shall commence on the Commencement Date stipulated in your Letter of Appointment. Either Party may terminate the Agreement at will by giving written notice stipulated in Schedule 1 under "Termination Notice Period", or salary in lieu of notice.
- 2.2 You shall at all times observe and carry out faithfully and conscientiously the duties and responsibilities that are assigned to you by your Supervisor.
- 2.3 You shall be obliged to accept such other reasonable designations and responsibilities as the Company may assign to you from time to time.
- 2.4 You hereby agree to any re-designation, reassignment or internal transfer within the Company, as well as any external transfer to the Company's related companies to meet the Company's principal business objectives.

3. Benefits

You are entitled to the applicable benefits in accordance with the Company's current policies and practices as published in the Employee's Handbook and in this Agreement.

4. Access to Medical Records

The Company shall have the right to access, review and retain your medical records from any medical examination or treatment for which the costs are fully or partially paid or reimbursed by the Company or its insurers, and you hereby waive any right to privacy or personal data protection over the same and expressly provide your full approval to the same.

5. Training and Training Bond

The Company may sponsor you for training either locally or overseas to meet job requirements and you may be required to sign a training bond, or agree to such other terms and conditions as the Company may require in order to be approved for such a scheme.

6. Conflict of Interest

- 6.1 You shall not without the prior written consent of the Company during the course of your employment be engaged or interested either directly or indirectly in any capacity in any trade, business, occupation or activities which in the opinion of the Company may hinder or otherwise interfere with the performance of your duties which may conflict with the interests and business of the Company.
- 6.2 You shall disclose any and all relationships you may have with any of the Company's business affiliates, suppliers or competitors which you know or ought to know may constitute a conflict of interest against your role and duty to the Company.

7. Non-Solicitation

You hereby agree that during your employment with the Company and for six (6) months thereafter, you will not, either directly or indirectly, contact or provide any assistance to any other person or entity which seeks to contact any person, who during your employment with the Company, was or is employed by the Company, for the purpose of soliciting, inducing or attempting to induce any such person to terminate their employment with the Company.

8. Intellectual Property

- 8.1 It is a condition of your employment that the Company shall own all intellectual property rights of whatever nature in any work, work product, computer programs and other projects that are created or developed by you in the course of your work during your employment with the Company (the "Works").
- 8.2 You hereby irrevocably and unconditionally assign, transfer or otherwise completely divest your entire interest in the Works

to the Company, including but not restricted to all legal, beneficial and equitable interests in the intellectual property rights of the Works developed during or pursuant to your employment by the Company.

- 8.3 You shall execute all necessary documentation and instruments necessary to complete your obligations hereinabove and transfer the Works to the Company to the Company's satisfaction and render any assistance that the Company may require in order to accomplish the full and complete transfer of all intellectual property rights accruing under any of the Works.

9. Confidentiality Obligations

You hereby acknowledge that you have a duty of confidentiality not to use, disclose, divulge or otherwise reveal to any unauthorised party Confidential Information belonging to the Company which you may receive, come to be aware of or otherwise discover during your course of employment with the Company. For the avoidance of doubt, Confidential Information shall be defined to include all the Company's financial, marketing, sales, technical, operational, commercial, and human resource information, and all trade secrets, business plans, financial and/or contractual arrangements, forecasts, accounting and tax records, strategies, models, product information, processes, formulas, designs, specifications, drawings, data, manuals and instructions, all information relating to or belonging to the Company's clients and customers, including without any limitation, all client and customer lists and data, all information relating to the Company's intellectual property including without limitation the Company's trade marks, the use thereof and any goodwill related therewith, all other information, data, experience and expertise, materials and portable storage media stamped or marked as "confidential" of whatever kind, all other information expressly specified by the Company as being confidential and set out in any schedule appended to this Agreement and all communications between the parties relating to the aforesaid whether in written, electronic or in oral form. These obligations shall in no way supersede or replace any other Non-Disclosure Agreement ("NDA") entered into between you and the Company and in the event of any difference between these terms and conditions and such other NDA, the NDA shall prevail. The obligations in this **Clause 9** shall survive the termination of your employment and shall remain binding indefinitely unless sooner disclosed to the public but not as a result of your breach of this Agreement or any applicable NDA.

10. Personal Data Protection Compliance

- 10.1 You understand and acknowledge that the Company must retain your personal data, as provided at the recruitment stage, during your employment with the Company in order to perform its obligations as an employer and you hereby grant the Company approval and access to the same, and you undertake to update your personal particulars where any changes may have occurred.
- 10.2 You further understand and accept that you may come into contact with or possession of the personal data of others in the course of your employment and you undertake to comply fully with the Personal Data Protection Act and any regulations or guidelines set down by the Company in its Employees' Handbook governing the collection, storage, handling, disclosure, transfer and disposal of all personal data.

11. Rights of Third Parties

The provisions of the Contracts (Third Party Rights) Act are hereby excluded to the fullest extent permitted at law, and no third party to this Agreement shall be entitled to enforce, rely on or refer to any term or condition of this Agreement, regardless of whether they are directly or indirectly identified in this Agreement either individually or as part of a class of individuals.

12. Governing Law and Jurisdiction

The laws of the Republic of Singapore shall govern this agreement and in the event of any dispute hereunder, the parties hereto submit to the exclusive jurisdiction of the Singapore courts.

I have read and understood the employment terms and conditions as set out in **Schedule 2**. I hereby accept and agree to abide by them.

Feb 28, 2022

Signature/Date