

EMPLOYMENT CONTRACT

This Employment Contract ("**Agreement**") is made and effective as of **09/06/2025** ("**Effective Date**") by and between:

- (i) **UQPAY PTE. LTD.** (Company No. 201611509K), a company incorporated in Singapore whose registered office is at **No. 9 North Buona Vista Drive #02-01 The Metropolis Singapore 138588** ("**Company**"); and
 - (ii) **LIM BOON TIONG** (NRIC: S9205529I) a citizen of country whose having its residential address at **No. 38C EUNOS RD 2, #05-320, SINGAPORE 403038** ("**Employee**").
- (collectively "**Parties**", each a "**Party**")

WHEREAS the Parties have mutually agreed to formalise its employment relationship through this Agreement. **NOW**, it is therefore agreed as follows:

1. TITLE, COMMENCEMENT AND TERM OF THE AGREEMENT

- 1.1 The Company agree to employ the Employee and the Employee agrees to accept the employment under this Agreement ("Employment").
- 1.2 The initial position of the Employee is **Compliance Manager** and its initial reporting superior is **Chief Compliance Officer**. Any such title and/or reporting structure shall be subject to further adjustment by the Company in future. Such Employment is commenced on the Effective Date and will continue until and unless terminated in accordance to this Agreement.
- 1.3 The Employment is subject to the Company's clearance checks on the Employee's identity information, criminal record, litigation record, conflicts of commercial interest, and verification of work history.
- 1.4 Upon commencement of the Employment, the Employee shall complete the onboarding form as specified in Appendix 1 of this Agreement ("Onboarding Form").

2. REMUNERATION AND BONUSES

- 2.1 Subject to the terms of this Contract, the Employee will be entitled to, or considered for, the following forms of remuneration, bonuses and benefits.

Base Salary

The Company will pay the Employee a monthly base salary of **SGD 15,000.00** during the probation period. Upon confirmation, the base salary will be adjusted to **SGD 18,000.00**, payable within 7 days after the end of each salary period ("Salary"). The Employee's Salary will be pro-rated for any partial month of employment.

- 2.2 Subject to applicable laws, and without prejudice to any rights of the Company to recover any sums owing by the Employee, the Company shall have the right to withhold all monies due to the Employee (including the base salary, any bonuses and/or allowance) and set off any sums owing to the Company or any Group Company by the Employee from time to time howsoever arising and thereafter, pay any balance remaining after such set off.
- 2.3 The Annual Wage Supplement (AWS) is subject to your confirmation in the position. The payout date for this bonus shall be determined by the Company.
- 2.4 Any additional bonuses (if any) will be granted at the sole discretion of the Company and are dependent on company performance, individual KPI/performance achievement, the company's profit, and overall market/economic conditions. The Annual Wage Supplement (AWS) and bonuses will be prorated if the length of service is less than one (1) year at the time of payout.

3. PROBATIONARY PERIOD

- 3.1 The first **Six (6)** months of the Employee's employment shall be a probationary period ("**Probationary Period**"). The Company may waive, reduce or extend the Probationary Period at its discretion. A notification letter for confirmation will be issued.

4. DUTIES

- 4.1 The Employee is required to devote the Employee's full business energies, interest, abilities and time to the proper and efficient performance of the Employee's duties under this Contract, and always act in good faith and in the best interests of the Company.
- 4.2 The Employee is required to perform the duties as assigned by the Company and reasonably consistent with the Employee's position from time to time subject to applicable laws. The Company may require the Employee to perform duties or services not only for the Company but also for the Company's parent, divisions, subsidiaries, affiliates and Related Corporation
- 4.3 The Employee shall comply with the Company's working regulations and policies applicable to its employees which the Company may issue and amend from time to time at its sole discretion by prior written notice to the Employee.

5. PLACE OF WORK

The Employee's normal place of work is in Singapore, or such other place(s) that the Company may from time to time relocate its premises to. The Employee's place of work may vary from time to time depending on the nature of the Employee's duties or upon reasonable instruction or direction of the Company. The Company may require the Employee to travel regularly to perform the Employee's duties, subject to applicable

visa requirements and business travel policies.

6. HOURS OF WORK

The Employee's normal working hours shall be **09:00 AM TO 6:00 PM** on Mondays to Fridays, including one hour for lunch, and such additional hours as are necessary for the proper performance of the Employee's duties (without overtime pay or any other additional compensation, subject to applicable laws).

Any changes to these working hours shall be mutually agreed between the Employee and the Company.

7. ANNUAL LEAVE AND HOLIDAYS

In addition to Singapore government-gazetted Public Holidays, **the Employee is entitled 14 days annual leave**

- 7.1 The Employee's Annual Leave entitlement for the first and last year of service will be pro-rated according to the Employee's commencement date and last day of employment, respectively.
- 7.2 Annual Leave shall be taken during the calendar year in which it is accumulated. Any unused Annual Leave not exceeding 5 working days can be carried forward to the following calendar year and utilised before the end of Dec in the following year or it will be forfeited without pay in lieu.

8. OTHER LEAVE AND BENEFITS

- 8.1 The Employee may be entitled to other forms of leave and benefits as are made available by the Company in accordance with legislation and also as may be introduced and/or varied from time to time by the Company and set out in the Policies. All benefits are subject to change at the Company's discretion and depending on seniority, length of service and such other factors the Company considers appropriate.

9. MEDICAL LEAVE

- 9.1 The Employee is entitled to the following sick leave entitlement:
 - (a) Fourteen (14) days of sick leave per calendar year; and
 - (b) Sixty (60) days of sick leave per calendar year if hospitalisation is required during such calendar year which is inclusive of the fourteen (14) days of sick leave in Clause 8.1(a) above.
- 9.2 If the Employee is absent from work because of sickness or injury, the Employee must provide medical certificate(s) from a registered medical practitioner for periods of sickness absence.

10. TAXATION

- 10.1 All payments and timing of such payments, including salary, bonus, allowance, benefits-in-kind and any compensation or payments at any time (including upon termination of the Employee's employment), are subject to tax and statutory requirements. The Employee is responsible for the filing and payment of your tax obligations in Singapore. The Employee hereby authorises the Company to make appropriate deductions and/or withholdings from payments due to the Employee including whenever the Company receives legal notification of the Employee's default on such payments or payment directives from the relevant taxation authorities.
- 10.2 Notwithstanding the foregoing, in the event of any extra tax burden imposed on the Employee resulting from any of the Group Company being a non-Singapore entity shall be covered and borne by the Company, and no deduction or withholding in regard to the aforesaid extra tax burden will be made to the Employee's payments.

11. DATA PROTECTION

- 11.1 The Employee acknowledges that the Company collects and holds personal data relating to its employees in its capacity as employer and in connection with conducting business and that the Company keeps such data confidential. The Employee hereby acknowledge that the Company has informed the Employee of the Company's use of employee's personal data in accordance with the relevant laws. The Employee hereby expressly authorize the Company to collect, process and transfer employment related personal data about the Employee that the Company deems necessary in order to effectively and efficiently administer the Employee employment and conduct its business. The Employee can at any time ask to view the personal information held by the Company.

12. TERMINATION WITH NOTICE

- 12.1 Prior to the Employee's completion of probationary period, this Agreement may be terminated by either the Company or the Employee by giving the other party no less than **one (1) month** prior notice in writing or salary in lieu of the notice.
- 12.2 Upon the Employee's completion of probationary period, this Agreement may be terminated by either the Company or the Employee by giving the other party no less than **two (2) months** prior notice in writing or salary in lieu of the notice.
- 12.3 The Company reserves its right to terminate the Employee's Employment immediately, without any notice or payment in lieu of notice, in the event of any gross misconduct, serious default, conflict of interest, criminal or litigation action found against the Employee.

13. IMMEDIATE TERMINATION

- 13.1 The Company reserves the right to terminate the Employee's employment without notice in the event of any act of gross misconduct or serious breach of the terms of this Contract.

13.2 Leave of Absence or Suspension

The Company reserves the right to place the Employee on leave of absence during any investigation, or during any disciplinary process, for a period not exceeding [1] week, during which the Employee shall be entitled to be paid at a rate equivalent to the full amount of your Salary. During the period of leave of absence the Company will not be obliged to provide the Employee with work and the Employee will be expressly forbidden from contacting any clients, suppliers or employees of the Company during this period. If the inquiry does not disclose any misconduct on the part of the Employee, the Company shall immediately restore to the Employee the full amount of Salary so withheld.

The Company also reserves the right to redeploy the Employee to other duties where appropriate.

14. CONFIDENTIAL INFORMATION

- 14.1 The Employee acknowledges that your employment with the Company creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be made, created or discovered by me or that may be disclosed to you by the Company or a third party in relation to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company, or any other party with whom the Company agrees to hold such information or materials in confidence (the “**Confidential Information**”).
- 14.2 At all times, both during the Employee's employment and after its termination, the Employee will keep and hold all Confidential Information in strict confidence and trust. The Employee will not use or disclose any Confidential Information without the prior written consent of the Company in each instance, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of the employment with the Company, the Employee will promptly deliver to the Company all documents and materials of any nature pertaining to your work with the Company, and will not take or retain in any form any documents or materials or copies containing any Confidential Information.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Employee acknowledges that all Intellectual Property Rights subsisting or attaching to all Intellectual Property made, originated or developed by you or jointly with others at any time in the course of your performance of the duties and obligations

under this employment with the Company shall belong to and vest in the Company absolutely to the fullest extent permitted by law. The Employee undertakes, at the request and expense of the Company, to execute all such documents and give all such assistance as in the opinion of the Company may be necessary or desirable to vest any such Intellectual Property Rights in the Company or a relevant Group Company absolutely, and the Employee hereby assigns by way of present assignment of future rights all Intellectual Property Rights in any Intellectual Property made, originated or developed by you or jointly with others in the course of your employment.

For the avoidance of doubt, "Intellectual Property" shall mean all discovery, invention, secret process, improvement in procedure, trademark, process, improvement, design or copyright work (including without limitation copyright in any software) made, discovered, developed or produced by the Employee alone or with others in the course of the Employee employment in connection with the business of the Company.

16. RESTRAINT ON ACTIVITIES

16.1 During the term of the Employee's employment and after the termination of the Employee's employment under this Contract for any reason the Employee shall not whether directly or indirectly, and whether on your behalf, or on behalf of any other person, firm, company or association, and whether as an employee, director, principal, agent, consultant or in any other capacity whatsoever:

- (a) at any time during the employment and the period of 3 months thereafter within any territory engage in, or encourage or assist others to engage in, any other employment or activity that: (i) would divert from the Company any business opportunity in which the Company; (ii) would directly compete with, or involve preparation to compete with, the current or future business of the Company or (iii) would otherwise conflict with the Company's interests or could cause a disruption of its operations or prospects.
- (b) at any time during the employment and the period of 3 months thereafter within any territory directly or indirectly interview, communicate with, divert or hire away (or attempt to interview, communicate with, divert or hire away) any Company client, customer, business prospect, vendor, partner, or contractor for the purpose of causing such person or entity to cease doing business with, rendering services to, or being employed by the Company.

16.2 After the termination of the Employee's employment for whatever reasons, the Employee shall not:

- (a) represent to any person, firm, company or association or otherwise lead them to believe that he is still employed by the Company or is in any way connected with or otherwise associated with the business of the Company; or

- (b) make any derogatory or untrue remarks about the Company, or any of its or their employees, officers, customers or suppliers, management or affairs of the Company or any of its or their services or products.

17. GENERAL

17.1 Employee's Warranties

The Employee undertakes and warrants that:

- (a) the Employee shall at all times duly comply with all laws, regulations and directives applicable to you and shall ensure that your duties and functions under this Contract are provided and performed in a manner which does not infringe any law or regulation of Singapore or any other territory;
- (b) other than what the Employee has disclosed to the Company, the Employee does not have any commitments or obligations to any third parties (including any previous employer) which would in any way be a conflict of interest with the Company or would otherwise be inconsistent with the Employee's duties under this Contract; and
- (c) other than what the Employee has disclosed to the Company, the Employee is not restricted from performing the Employee's duties for the Company arising from a restrictive covenant or other non-competition obligation owed to anyone, or a restriction imposed on the Employee concerning the use of any information or the intellectual property rights of anyone

18. ENTIRE AGREEMENT

- 18.1 This Contract, together with its annexures constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes any previous agreement between the parties or any of them relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation will be construed in accordance with the laws of Singapore.
- 19.2 Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction over any claim or matter arising under or in connection with this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

Party A

Signed for and on behalf of
The Company

}



Name: Kiki Wu

Designation: Human Resource Vice President

Date: 3rd April 2025

Party B

Signed for and on behalf of
The Employee

}



Name: Lim Boon Tiong

NRIC: S9205529I

Date: 6 April 2025

APPENDIX I

Onboarding Personal Particular Form

Name (as per NRIC/FIN) LIM BOON TIONG		Citizenship: Singaporean	
NRIC/ FIN No: S9205529I		Passport No: K2325740A	
Date of Birth: 17 Feb 1992	Age: 33	Gender: Male	Religion: Taoist
Marital Status: Married	No of Children & Age: (if applicable) 0		
Home Address: 38C Eunos Road 2, #05-320, Singapore 403038			
Home Tel: -	Mobile: 81686835	Personal Email Address: boontionglim92@gmail.com	
Person to notify in the event of emergency			
Name: Suchanun Krutamas (Pang)	Relationship: Spouse	Contact No: +65 93966554	
Bank Account for Salary Giro			
Bank Name: UOB	Bank Account Number: 450-341-760-4		

Please complete this form and attach necessary supporting document. Where the information is not applicable, please enter "Not Applicable".

- Scanned IC Front/ Back
- Scanned passport
- Childbirth Cert for childcare leave eligibility



JTC Corporation
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Hotline 1800 568 7000
Main Line (65) 6560 0056
Facsimile (65) 6565 5301

Our Ref: **To be advised**
Allocation No: **To be advised**
Case ID: **To be advised**

14 October 2025

UQPAY PTE. LTD.
9 NORTH BUONA VISTA DRIVE,
#02-01, THE METROPOLIS,
SINGAPORE 138588

Offered Tenancy Period:

1 March 2026 to 28 February 2029

Action Required By:

4 November 2025

Dear Sirs

OFFER FOR TENANCY OF JTC PREMISES AT 55 AYER RAJAH CRESCENT #04-06/07/08/09 SINGAPORE 139949 ("PREMISES")

1. Thank you for your interest in renting the Premises. This letter, together with the Attachment, comprises our offer to rent the Premises to you ("Offer") for the period from **1 March 2026 to 28 February 2029** ("Term").
2. The terms of your Tenancy are in the Attachment.
3. To accept our Offer, please do the following by **4 November 2025**, or such other date as may be extended by us in writing:

	Action Required for Acceptance
(a)	Prepare the Letter of Acceptance (format enclosed).
(b)	Complete, sign and return by post to us the duly completed and signed Letter of Acceptance , and all additional documents which we have listed in <u>Attachment (Part 2)</u> (if any).
(c)	Make full payment of the required sums (see payment breakdown and method in the <u>Attachment (Part 1)</u>).
(d)	It is compulsory for subsequent payments under the Tenancy to be paid by GIRO deduction. You are required to complete and return by post to us a duly completed original GIRO authorisation form (available for download on Customer Service Portal) by 4 November 2025.