

MRI Software & Anacle FAQ

Employment

Q: Does my existing employment service with Anacle count towards my length of employment with MRI?

Yes! Your original hire date with Anacle will be recognised as continuous service for all service-related benefits. For example, if you started with Anacle on 31 January 2000, MRI will acknowledge your 25 years of tenure.

Q: Is my job secure after the acquisition?

While no company can guarantee absolute job security, MRI's intention is to retain Anacle employees and integrate them into the business with minimal disruption. The acquisition is about growth and strengthening capability, not reducing headcount.

Your role, responsibilities, and reporting lines will generally remain the same unless changes are needed to align with MRI's business structure—any such changes will be communicated in advance and discussed with you.

The focus during this transition is to ensure continuity of work, minimal risk to the business, and support for all employees throughout the process.

Q: Are there probation periods?

No, MRI does not apply a new probation period as part of the transition. Your existing tenure with Anacle is fully recognised.

However, if you are still within your first 6 months of employment with Anacle at the time of transition, you will continue and complete the remainder of your original probation period under MRI.

Leave & Time Off

Q: What will happen to the leave I have accrued with Anacle?

MRI will recognise your unused annual leave accrued with Anacle. However, any future leave requests will need to be re-entered into Workday (MRI's HR system) after 1 September 2025.

Q: How does annual leave work at MRI?

- Full-time employees in Singapore receive 18 days (144 hours) of annual leave per year, accruing at 12 hours per month.
- You can apply for leave even if you haven't accrued the hours yet, up to a negative balance of 5 days (40 hours).
- On 1 April each year, you can carry over up to 144 hours (18 days) of unused leave; any excess will be forfeited.
- Leave for part-time employees is prorated based on contracted hours.

Q: How do Flex Anytime leave and Flex-Anywhere Leave work?

- Employees earn 16 hours of Flex Anytime leave each calendar year, prorated for hire date and part-time status. Anacle full-time employees will start with the full 16 hours available for use in 2025. Flex Anytime can be used at any time and any day of the week.
- Flex-Anywhere Leave allows employees to work remotely from anywhere in the world for up to 15 consecutive days, provided they have the legal right to work in that location.

Q: Will I be eligible for Me Days?

- As a one-time exception, you will receive 3 extra Me Days credited automatically on 1 January 2026.

- Starting in 2027, all Anacle employees will become eligible for Me Days by meeting the standard requirement of using 144 hours of leave during 2026 to earn the additional 3 days granted in January 2027.

Work Hours & Job Role

Q: Do my working hours change?

No, MRI operates on a 40-hour workweek for full-time employees, similar to Anacle.

Q: Will my job title or role change?

Your MRI job title will be included in your employment agreement and has been mapped to closely match your Anacle job title, in partnership with Anacle leadership. Your duties will generally remain the same, but any changes will be communicated and agreed upon with your manager.

The integration teams will minimise disruption while aligning teams to MRI's structure. Changes to processes or systems will be communicated clearly.

Q: Can I continue to work remotely or have flexible hours?

MRI supports hybrid working. Employees are generally expected to work in the office two days per week, with the remaining days flexible based on business needs.

If your manager requires you to be in the office on certain days, you will need to work directly with them to align on expectations. Working arrangements may vary by team or role, so it's important to stay connected with your manager on what works best.

Performance & Compensation

Q: What is the process for performance appraisals?

MRI uses a continuous performance management model with goal setting at the start of the year and mid-year and end-of-year reviews, all managed through Workday. There is a separate annual Compensation Review in Q1.

Training on Workday will be provided as part of the integration.

Q: Does my salary change as a result of the move to MRI?

Your base salary remains the same. For employees eligible for travel and phone allowances, these have been rolled into your base salary as reflected in your new contract.

You will participate in MRI's annual compensation review starting February 2026 and every cycle thereafter.

Q: Am I eligible for the Annual Discretionary Bonus if I'm not on a commission or incentive plan?

Yes! This is a new and exciting benefit for many. Employees not on a department-specific commission or incentive plan—especially in Product, Corporate, and Support functions—may receive an annual discretionary bonus based on individual and company performance.

Anacle employees will be eligible for the first bonus cycle in February 2026, based on 2025 performance. Bonuses typically range from 2–6%, however, can be higher or lower.

More details are shared during the annual review and bonus cycle.

Q: How are incentives paid for Sales and Services employees?

Sales commissions are paid quarterly or monthly depending on the sales plan assigned.

- Services commissions are paid quarterly.

Both are based on performance against set targets that will be communicated to employees within the next couple of months. If you are on a Sales and Services incentive plan, you are not eligible for the annual discretionary bonus.

Q: I used to get a travel and phone allowance at Anacle — what happens now?

If you had a travel and phone allowance as part of your Anacle contract, it has been rolled into your new base salary with MRI. This means your total compensation remains consistent, just structured differently.

Additional Benefits

MRI offers a range of additional benefits as part of the new contractual terms, including:

- **Annual Discretionary Bonus Program:** For eligible employees, typically 2–6% of salary, possibly higher based on performance.
- **Flex-Anytime Leave:** 2 extra days of flexible leave per year.
- **Me Days:** Extra 3 days of leave upon meeting eligibility requirements.
- **Flex-Anywhere Leave:** Work remotely up to 15 consecutive days globally (with work rights).
- **Other Benefits:** Tuition reimbursement (up to USD \$5,000/year), referral bonuses (SNG \$2,000 per hire), volunteering time off, paid parental leave, flu vaccinations, athletic event reimbursement, gym reimbursement
- **And much much more!**

1 September 2025

Strictly Confidential

Pat Kah Suen, Jerryl
130A Hillview Avenue
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Singapore 669609

Dear Kah Suen Jerryl

Employment Agreement

Conditions of Employment

1. JOB TITLE, LOCATION AND DUTIES

- 1.1 Your position be Senior Consultant IV of Anacle Systems Pte Limited (the “**Company**”). Your duties and responsibilities will be discussed with you by your supervisor and shall include (but not in any way be restricted to) the duties and responsibilities set out in Schedule 1. In addition to your normal duties, the Company may, at its sole and absolute discretion, require you to undertake other duties from time to time, including providing assistance to any corporation related to the Company (as defined by section 6 of the Companies Act 1967 of Singapore) (the Company and each corporation related to the Company shall each be referred to as a “**Group Company**” and collectively be referred to as the “**Group**”). You are required to comply with all applicable laws, rules and regulations governing the operation of the Company’s business.
 - 1.2 The nature of the Company’s business requires that you are flexible in your approach to work in order to service the best interests of its clients. Accordingly, you agree that the Company may at any time vary your position, require you to undertake different duties or change the supervisor to whom you report. In such circumstances, the Company will discuss with you any significant proposed changes and may offer you a new position or altered duties that it considers to be appropriate in light of your skills and experience at the time of the change.
 - 1.3 Unless absent on annual leave or sick leave, you are expected to devote the whole of your time, skill and attention to your duties and to perform your services in a professional and competent manner and in co-operation with others during your working hours. In addition, you are expected to faithfully and diligently perform such duties and obey all reasonable and lawful directions. You will keep the Company properly informed about the business of the Company and your involvement in it. You agree to provide each Group Company the full benefit of your knowledge, expertise and skills, to promote and protect its reputation and interests, act in the Company's and the Group's best interests and to not knowingly or deliberately do anything to its detriment. You shall not act in conflict with the best interests of the Company or the Group and shall not accept any personal benefit, gift, gratuity or favour which is offered to, or given to, you (or any of your associates or family members) other than in accordance with the codes, rules, regulations, policies and procedures of the Company and/or the Group.
 - 1.4 You agree that you will not undertake any other employment directorship or occupation during your employment with the Company without the prior written consent of the Company. You shall not continue, expand, accept or commence any other employment or paid or unpaid consulting positions, without the prior written consent of the Company.
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- 1.5 You agree that you will comply with any law, regulations and codes of conduct, the Company's Constitution, any resolutions passed by the board of directors of the Company, all of the codes, rules, regulations, policies and procedures of the Company and/or the Group, and any such code, practice, rules or regulations of any association or professional body to which you or the Company may belong to from time to time, that are applicable to your position and duties. However, unless otherwise expressly provided, where the provisions under this Agreement and/or any of the codes, rules, regulations, policies and procedures of the Company and/or the Group (including without limitation the Company's employment handbook) conflict or are inconsistent, the terms of this Agreement shall prevail.
- 1.6 Your place of work will be the Company's office located at 3 Fusionopolis Way, #14-21, Symbiosis, Singapore 138633. As part of your employment, you may be required to work at such other offices or locations in Singapore as the Company may from time to time direct, including working remotely and/or from home or at other authorized workspaces including client sites, if applicable. In the performance of your duties hereunder you will also be required to travel and undertake travel abroad when so required by the Company. The Company may require you to travel overseas (including to Australia, New Zealand, Canada, Hong Kong, the United States of America, the United Kingdom and elsewhere) on Company business and, as part of this, use such transport as the Company determines.

2. COMMENCEMENT OF EMPLOYMENT

- 2.1 Subject to Clauses 2.2 and 2.3, your employment with the Company will begin on 1 September 2025. The Company acknowledges your employment with the Company under a prior employment agreement. Your time worked under the prior employment agreement shall be included in your total tenure with the Company.
- 2.2 Your employment with the Company shall be subject to successful completion of a background check, pre-employment testing and you having a valid work pass to work for the Company in Singapore (if applicable).
- 2.3 You warrant and represent to the Company that you are entitled or legally permitted to work in Singapore and any other jurisdiction where you are required to perform your duties and responsibilities hereunder. If your entitlement or legal right to work in Singapore ceases, your employment with the Company will terminate immediately without the need for notice.
- 2.4 In addition and without prejudice to any other provisions of this Agreement, you warrant that by entering into this Agreement and performing the duties under this Agreement:
- (a) you are qualified under all applicable laws to enter into this Agreement and act as Senior Consultant IV, an employee of the Company incorporated under the laws of Singapore];
 - (b) you have no employment relationship with any other person, firm, company, corporation or entity; and
 - (c) you have all requisite power and authority, and do not require the consent from any third party, and are free to, enter into this Agreement;
 - (d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if you are subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of your knowledge, threatened against you;
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- (e) you have never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organisation;
- (f) all the information that you submitted which forms the basis for this employment is complete and correct. You acknowledge and agree that if it is found that the information submitted is false or incomplete or that you have concealed certain material information which detrimentally impacts your employment with the Company, the Company may terminate your employment immediately without notice (and without prejudice to the rights, powers and remedies of the Company); and
- (g) you have the relevant financial and business knowledge, experience and capability to enable it to determine the suitability, advantages and disadvantages of this Agreement, have obtained independent legal, financial, tax and other advice and is not relying upon the advice of any Group Company or any of their respective advisers, consultants, agents, employees, directors, officers or other representatives, and is relying upon your own (and that of your lawyers', accountants' and other advisers') independent judgment and analysis, to enter into, and carry out your obligations contemplated under, this Agreement.]

3. BASIC SALARY AND BONUS

- 3.1 You will receive a salary of SNG\$100,800.00 per year (SNG\$8,400.00 per month), which shall be subject to deductions on account of withholding taxes and contributions under applicable laws, rules and regulations in Singapore and/or under the terms of your employment (the "**Basic Salary**"), which shall accrue day to day and be payable in 12 equal monthly instalments on or about the last day of each month. Your first and last Basic Salary instalments may be pro-rated where necessary. The Basic Salary shall be reviewed annually and, if appropriate, may be adjusted. It should be stressed that there is, however, no contractual right to any increase in the Basic Salary pursuant to any such review or otherwise. For the avoidance of doubt, a salary increase in one year does not guarantee a salary increase in any other year.
- 3.2 If applicable, there shall be deducted from your salary and any additional payments you receive from the Company, all such sums which the Company is entitled and authorised under the laws of Singapore to deduct, such as the employee's share of Central Provident Fund ("**CPF**") contributions, as well as such other sums as may be agreed with you from time to time. In addition, the Company will make CPF contributions for all Singapore citizens and Singapore permanent residents in accordance with the Central Provident Fund Act 1953 of Singapore.
- 3.3 All income tax liabilities and other charges incurred by you in respect of your salary shall be borne solely by you. The declaration to the relevant taxation authorities of your salary and/or other payments made by the Company to you shall be your personal responsibility.
- 3.4 Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such income, employment or other taxes or other amounts as may be required to be withheld pursuant to any applicable law, rule and/or regulation.

4. DISCRETIONARY BENEFITS

- 4.1 In addition to your salary package, the Company may, in its sole and absolute discretion, provide you with other benefits ("**Discretionary Benefits**") subject to the terms and conditions of the plans
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in relation to the Discretionary Benefits and the codes, rules, regulations, policies and procedures of the Company and/or the Group. The Company may cease providing any or all of the Discretionary Benefits, or change the basis on which it provides them, from time to time in its sole and absolute discretion and you do not have an entitlement to continue to receive Discretionary Benefits. Unless you are advised otherwise in writing, any benefit provided is a Discretionary Benefit and not part of your salary package.

- 4.2 The Discretionary Benefits the Company presently provides includes eligibility to participate in the Sales Plan ("**MRI Professional Services Commission Plan**"). The payment of any commission under the MRI Sales Commission Plan are subject to the terms and conditions of that plan. The Company may cease operating the plan or change its terms from time to time, in its sole discretion.
- 4.3 You will be entitled to such medical and travel insurance benefits in accordance with the Company's policies from time to time. Note, however, that the Company reserves the right to vary the coverage under each of the medical and travel insurance benefits from time to time at its sole and absolute discretion. For the avoidance of doubt, and unless contrary to any applicable law, rule and/or regulation, any medical and travel insurance benefits you may be entitled to from time to time are Discretionary Benefits.

5. REIMBURSEMENT OF EXPENSES

- 5.1 The Company shall on presentation of relevant receipts (or such other evidence as the Company may require), reimburse such actual travelling, hotel, entertainment and other out-of-pocket expenses that you incur in the performance of your role, provided that such expenses shall be at all times prudent and reasonable and comply with the Travel and Expense Policy of the Company which policy is subject to change from time to time in the sole discretion of the Company.
- 5.2 If you are required to use your car for business purposes, carrying goods or other Company employees, it is your responsibility to ensure that you are adequately insured for this purpose.

6. HOURS OF WORK

Your hours of work will be based on a 40-hour working week from 8.30am to 5.30pm Monday to Friday (other than gazetted public holidays), with a daily one-hour lunch break. However, due to the nature of your position, you may be required to work additional hours should this be necessary to fulfil your responsibilities. You acknowledge that working additional hours is part of your role and that you are not eligible for overtime wages.

7. ANNUAL LEAVE

- 7.1 Upon the completion of a period of service of at least three months, you shall be entitled (in addition to gazetted public holidays as are observed in Singapore and sick leave as provided in Clause 8 below) to 18 working days' paid annual leave in each year (which accrues from 1 January to 31 December) to be taken at such times as agreed by the Company.
 - 7.2 All annual leave not taken by such time shall be forfeited. Upon the termination of your employment (where applicable), you will have the option of either offsetting any accrued but unused annual leave against your notice period with the mutual agreement of the Company or encashing any accrued but unused annual leave. For the avoidance of doubt, employees will forfeit
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any accrued but unused annual leave in the event of dismissal on the grounds of misconduct.

- 7.3 Upon termination of your employment, your annual leave entitlement will be pro-rated for the length of service within the calendar year. The Company shall have the right to deduct from your final salary any annual leave and sick leave taken which exceeds your accrued entitlement as at the termination date.

8. SICK LEAVE

- 8.1 Upon the completion of a period of service of at least three months, you shall be entitled to the following paid sick leave entitlements with full pay per year:
- (a) 14 working days outpatient sick leave if no hospitalisation is necessary; and
 - (b) 60 working days (inclusive of the 14 days outpatient sick leave) of hospitalisation leave if hospitalisation is necessary.

Any sick leave must be supported by a medical certificate issued and signed by a registered medical practitioner under the Medical Registration Act 1997 of Singapore or Dental Registration Act 1989 of Singapore. Upon the completion of a period of service of at least three months, the Company will also reimburse you for your medical consultation fee in accordance with any applicable laws and the Company's policies in place from time to time.

- 8.2 In the event of absence on account of illness or injury, you or someone on your behalf shall inform or procure that the Company is informed as soon as reasonably practicable and in any event within 48 hours of your absence, the reason for the absence and of the day you expect to be fit to return to work. For the avoidance of doubt, outpatient sick leave and hospitalisation leave cannot be carried over to the next calendar year.
- 8.3 At any time during your employment, you shall, if so required by the Company, undergo, at the expense of the Company, an examination by a registered medical practitioner or practitioners to be nominated by the Company (including but not limited to your general practitioner or any other physician responsible for your care). You authorise the medical practitioner to disclose and discuss with the Company any report prepared as a result of any such. The Company has the right to postpone your return to work (and the continuance or reinstatement of your normal pay, if appropriate) until the medical practitioner has confirmed that you are fit to perform your duties.

9. MATERNITY, CHILDCARE AND ADOPTION LEAVE

You shall be entitled to maternity, paternity, childcare, adoption and any other statutory leave benefits (if any) in accordance with applicable Singapore laws.

10. BEREAVEMENT LEAVE

You shall be entitled to 3 days of paid bereavement leave in respect of the bereavement of immediate family members. Final approval will be required from your supervisor before such leave is granted. For the avoidance of doubt, immediate family members include your spouse or former spouse, child, parent, grandparent, grandchild or your sibling, or a child, parent, grandparent, grandchild or sibling of your spouse. This includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

11. TERMINATION OF EMPLOYMENT

- 11.1 Except as otherwise provided in Clause 11.3, upon satisfactory completion of your probationary period and your appointment being confirmed by the Company, either party may terminate your employment by giving the other party not less than one month's notice in writing. The cancelling party may opt to make a payment of the salary in lieu of notice to the non-cancelling party. Any payment of salary in lieu of notice shall be at your last drawn Basic Salary excluding benefits and bonus for the period.
- 11.2 Notwithstanding anything in this Agreement and subject to the Company's re-employment obligations under the Retirement and Re-employment Act 1993 of Singapore (the "**RRA**"), your employment herein shall come to an end without the need for either party to give notice to the other when you reach the minimum retirement age as stipulated by the RRA.
- 11.3 Notwithstanding anything in this Agreement, the Company shall be entitled to terminate your employment immediately without any notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following cases:
- (a) if you, whether or not in connection with your employment with the Company or otherwise, engage in:
 - (i) serious or persistent misconduct;
 - (ii) wilful or gross neglect;
 - (iii) fraud or dishonesty;
 - (iv) misappropriation;
 - (v) embezzlement; or
 - (vi) theft;
 - (b) if you disobey the directions of your supervisor, refuse to attend to your duties or fail to perform any of your obligations hereunder;
 - (c) if you fail to observe the applicable disciplinary rules or any other applicable codes, rules, regulations, policies and procedures of the Company and/or the Group from time to time in force;
 - (d) if you are guilty of conduct by act or omission (whether in the course of your duties hereunder or otherwise) tending to injure the reputation of the Company and/or any Group Company or bring you, the Company and/or any Group Company into disrepute;
 - (e) if you are adjudged bankrupt or have a receiving order made against you or make any general composition with your creditors or take advantage of any statute affording relief for insolvent debtors;
 - (f) if a court had made a declaration that you lack capacity to make decisions concerning your personal welfare or your property and affairs pursuant to the provisions of the Mental Capacity Act 2008 of Singapore or you become permanently incapacitated by accident or ill-health and are unable to perform your duties under this Agreement or you are otherwise prevented by any illness or disability which prevents you from properly performing your duties hereunder for a continuous period of 60 days or more in any calendar year;
 - (g) if you are convicted of an offence under any statutory enactment or regulation in Singapore or elsewhere for which a fine or non-custodial penalty is imposed, other than an offence
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under any road traffic legislation or violation which in the reasonable opinion of the Company does not affect the employee's position or the Company's reputation;

- (h) if your work pass expires, is revoked or is not renewed, or you otherwise fail to maintain any necessary governmental approval(s) for you to be employed by the Company in Singapore;
- (i) If you neglect or refuse, without reasonable cause, to attend to the business of the Company and/or any Group Company;
- (j) if you are adjudicated in any civil or criminal suit, or acknowledge in writing in any agreement or stipulation, to the commission of any theft, embezzlement, fraud or other intentional act of dishonesty involving any other person;
- (k) if you become prevented by any applicable law, rule and/or regulation from performing any material part of your duties; or
- (l) if you otherwise materially breach this Agreement.

Any delay by the Company in exercising such right of termination shall not constitute a waiver thereof.

11.4 If the Company becomes entitled to terminate your employment summarily, or whilst the Company or any external body investigates any allegation which would or may entitle the Company to terminate your employment summarily, it shall be entitled (but without prejudice to its right subsequently to terminate such appointment on the same or any other ground) to suspend you on full pay, for the maximum time permitted by law and subject to applicable legislation. During any period of suspension, you will continue to be bound by the provisions of this Agreement and must continue at all times to conduct yourself with good faith towards the Company.

11.5 Notwithstanding any other provision of this Agreement, if your employment terminates in accordance with the terms of Clause 2.3, 11.1 or 11.3, you shall have no right to receive any compensation or benefit hereunder on or after the effective date of the termination of your employment ("**Termination Date**") other than:

- (a) salary earned and accrued up to the Termination Date;
- (b) annual leave earned, unused and accrued up to the Termination Date;
- (c) benefits (if any) earned and accrued up to the Termination Date; and
- (d) reimbursement for expenses incurred up to the Termination Date.

Your employment shall otherwise terminate upon the Termination Date and you shall have no further rights thereafter hereunder.

11.6 You agree that during any period of notice of termination and on the termination of your employment (howsoever arising), whether given by the Company or by you, you will give such assistance in effecting an orderly and comprehensive handover as the Company may require.

11.7 You hereby authorise the Company to deduct and offset any debts or amounts you owe to the Company from payments due to you Executive on the termination of your employment with the Company.

11.8 If applicable, you shall return your work pass and dependent passes of your family, if any, to the Company within two (2) days after the end of your employment with the Company. You shall be solely responsible for any costs associated with repatriating yourself and your family, if any, after the termination of your employment with the Company.

11.9 You agree that after termination of your employment for whatever reason: (a) you will not make

or publish any disparaging comments or statements concerning the business, management, or affairs of the Company and/or any Group Company, or any of its or their employees, officers, or directors; and (b) you will cooperate with the Company and/or any Group Company and provide them with reasonable assistance in connection with any current or future dispute, arbitration, litigation, investigations or inquiries, or related actions against or concerning any Group Company on matters about which you have or may have knowledge.

11.10 Upon the termination of your employment with the Company, you shall resign from all offices and appointments held by you in the Company and/or any Group Company, and if you should fail to do so within seven (7) days, the Company is hereby irrevocably authorised to appoint some person in your name and on your behalf to sign any documents or do any things necessary or requisite to give effect to the aforesaid.

12. GARDEN LEAVE

12.1 Once notice of termination has been given by either side, the Company may, at its discretion, require you to cease performing your job for all or part of the notice period. During any such period of **"garden leave"**:

- (a) the Company will continue to pay your salary and provide all benefits (excluding any bonus, commission or other benefit) to which you are entitled under this Agreement and subject to the terms and conditions of any of such benefits;
- (b) the Company may require you to stay away from and have no contact with any employees, officers, customers, clients, agents or suppliers of the Company and/or any Group Company and shall be entitled to exclude you from any or all of its premises. The Company shall be under no obligation to provide any work and may request that you refrain from any accessing computer or other data or similar systems of the Company and/or any Group Company; and
- (c) you shall, upon the request of the Company, immediately deliver to the Company all or any property in your possession or control which belongs to the Company and/or any Group Company or which relates to the business of the Company and/or any Group Company.

12.2 For the avoidance of doubt, during such period you shall continue to be bound by the same obligations to the Company as were owed prior to the commencement of the period including for the avoidance of doubt the duty of good faith and fidelity. For avoidance of doubt, you shall not be entitled to receive any damages or compensation in respect of any bonus, commission or other benefit which would otherwise be due to you for such period.

13. RETURN OF COMPANY PROPERTY

13.1 On the termination of your employment, you shall immediately return and surrender to the Company (and will not keep in your possession or deliver to anyone else), and sign a statutory declaration confirming that you have surrendered all of the following to the Company:

- (a) all originals and copies (if any) of any correspondences, drawings, documentation, software, papers and records pertaining to your work and all property containing Confidential Information of any Group Company and any of their customers which may be in your possession or under your control; and
 - (b) all property belonging to any Group Company or any third party which provided property to you in connection with your employment such as computer, laptops, personal digital
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assistants, cell phones, MP3 players, electronic organisers and other devices, cards, car, keys, security devices including such property that was in your possession or under your control prior to you entering into this Agreement.

- 13.2 In the event that you are, for whatever reason, not able to return any documents or materials, you agree to confirm in the aforementioned statutory declaration that you have destroyed any and all copies.

14. CONFIDENTIAL INFORMATION

- 14.1 You understand that your employment creates a relationship of confidence and trust with respect to any information in the nature of Confidential Information (as defined below) or secret nature that may be disclosed to you or created by you that relates to the business of the Group or to the business of its customers, licensees, suppliers or any other party with whom the Group agrees to hold information of such party in confidence.
- 14.2 For the purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, any confidential information and/or know how, negative know how, trade secrets and other proprietary information of or concerning any Group Company (or which any Group Company is required to keep confidential), including without limitation, computer software systems, software routines, software designs, source codes, object codes, design specifications, design notes, flow charts, graphics, graphical user interfaces, coding sheets, product plans, test plans, algorithms, product bugs, operations, processes, customers, prospective customers, business partners, contracts, business affairs, business investment analysis, finances and industry arrangements, sales forecasts, marketing and sales promotion plans, product launch plans, sales call reports, competitive intelligence information, customer information, customer lists, customer needs and buying habits, sales and marketing studies and reports, internal price list, discount matrix, customer data, customer contracts, pricing structures, customer negotiations, customer relations materials, customer service materials, past customers, and the type, quantity and specifications of products purchased, leased or licensed by customers, internal business information, procedures and policies, including, but not limited to, licensing techniques, vendor names, other vendor information, legal proceedings (including without limitation all claims, potential claims, litigation, arbitrations, or other proceedings related in any way to any Group Company), business plans, financial information, budgets, forecasts, product margins, product costs, service and/or operation manuals and related documentation including drawings, and other such information, whether written or oral, which relates to the way any Group Company conducts its business, information and materials related to inventions, employee information, such as internal organisation, lists of employees or consultants, phone list, and any information regarding such employees or consultants.
- 14.3 Confidential Information, however, does not include information (i) that was or becomes generally available to you on a non-confidential basis, if the source of this information was not reasonably known to you to be bound by a duty of confidentiality; or (ii) that was or becomes generally available to the public or comes into the public domain, other than as a result of a disclosure by you, directly or indirectly or any other breach of this Agreement.
- 14.4 You agree not to use or disclose or transmit, whether directly or indirectly, any of the Confidential Information to any person, corporation or other entity for any reason or purpose whatsoever except where:
- (a) the disclosure is required by law or pursuant to a court order, summons/subpoena or any other legal process;
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- (b) the use or disclosure is necessary in connection with you performing your obligations under this Agreement;
 - (c) the disclosure is reasonably made to a professional legal adviser; or
 - (d) without prejudice to clause 14.8 below, the Company consents in writing to the disclosure prior to any such disclosure.
- 14.5 During your employment you shall use your best endeavours to prevent the disclosure of any Confidential Information to third parties.
- 14.6 Your obligations under this clause shall continue to apply after the termination of your employment without limitation, but do not apply to information which is or becomes part of the public domain otherwise than through breach of this Agreement.
- 14.7 You further recognise that the Company and/or the Group has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's or Group's part to maintain the confidentiality of such information and to use it only for purposes of your employment by the Company.
- 14.8 You agree that you owe the Company and/or the Group, during the term of your employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out your work for the Group consistent with the Group's agreement with such third party) or to use it for the benefit of anyone other than for the Group or such third party (consistent with the Company's or Group's agreement with such third party) without the express written authorization of the Chief Executive Officer of the Company or Group (as the case may be). All rights and benefits afforded to the Company or Group under this Agreement shall apply equally to the owner of the third party information with respect to the third party information and such third party is an intended third party beneficiary of this Agreement, with respect to the third party information.
- 14.9 You further agree to conform to the Company's privacy policies, and all applicable legislation now in place or as may be implemented or as amended from time to time.
- 14.10 Nothing in this clause shall affect any implied term or obligation imposed upon you by law.
- 14.11 If you are required by law or pursuant to a court order, summons/subpoena or any other legal process to disclose any Confidential Information, you shall promptly provide the Company with prior written notice of thereof and cooperate with the Company and/or any Group Company in seeking a protective order or other appropriate protection of such information.

15. DEDUCTIONS

- 15.1 For the purposes of this clause 15, "**remuneration**" includes, but is not limited to salary, wages, commissions, bonuses, expense reimbursement payments and any other monies payable to you by the Company or on behalf of the Company.
- 15.2 To the extent permitted by law, you authorise the Company to deduct from your remuneration any previous overpayments of remuneration or other amounts which you owe to the Company (including in respect of any advance paid by the Company and the value of any Company tools, equipment or property not returned); and you acknowledge that the deductions are reasonable and principally for your benefit.
- 15.3 If you attend a training course or seminar at a cost to the Company of SGD 2000 or more, and within one year of your attendance at such training course or seminar [your employment is
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terminated for any reason other than redundancy], then to the extent permitted by law the Company is entitled to recoup from you and deduct from your remuneration, on a pro-rata basis, the cost of that training course or seminar.

16. INVENTIONS AND OTHER INTELLECTUAL PROPERTY

- 16.1 **"Intellectual Property Rights"** means all intellectual property and other proprietary rights, including but not limited to copyrights and related rights, work database rights, neighbouring rights, patent and trademark rights, get up or logos, trade names, service marks, business names (including without limitation internet domain names), design rights, design database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world.
- 16.2 **"Moral Rights"** means the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any law, that exist or that may come to exist, anywhere in the world and shall be deemed to include but not be limited to any rights to claim authorship of any work, to object to or prevent the modification of any work, or to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right, and shall be deemed to also include without limitation any and all rights as defined in Part 7 of the Copyright Act 2021 of Singapore, as well as other analogous rights arising under any laws anywhere in the world, whether now or in the future.
- 16.3 **Prior Inventions.** You have attached hereto as Schedule 2 a complete and accurate list describing all Intellectual Property Rights which were discovered, created, invented, developed or reduced to practice by you prior to the commencement of your employment by the Company (collectively the **"Prior Inventions"**), which belong solely to you or belong to you jointly with others, which relates in any way to any of the Group's current, proposed or reasonably anticipated businesses, products or research or development and which are not assigned to the Group hereunder; or have initialled Schedule 2 to indicate you have no Prior Inventions to disclose.
- If, in the course of your employment with the Company, you incorporate or cause to be incorporated into a Group product, service, process, file, system, application or program a Prior Invention owned by you or in which you have an interest, you hereby grant and/or shall procure the grant to, the Group member a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sub-licensable and assignable license to make, have made, copy, modify, make derivative works of, use, offer to sell, sell or otherwise distribute such Prior Invention as part of or in connection with such product, service, process, file, system, application or program.
- 16.4 **Disclosure of Inventions.** The parties acknowledge that you may make inventions or create other Intellectual Property Rights in the course of your employment under this Agreement and agree that in this respect you have a special responsibility to further the best interests of the Group. You will promptly disclose in confidence to the Company all Intellectual Property Rights that you make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of your employment (excepting only those works created, originated, conceived, written or made by you wholly outside your normal working hours and wholly unconnected with your employment),
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whether or not such Intellectual Property Rights are patentable, copyrightable or protectable as trade secrets or otherwise.

- 16.5 **Assignment of Intellectual Property Rights.** Any Intellectual Property Rights (a) made, created or discovered or registered by you during your employment in conjunction with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use or exploited; (b) that are developed using equipment, supplies, facilities, the Proprietary Information, or trade secrets of the Group; (c) that result from work performed by you for the Group and/or on Company time; or (d) that relate to the Group's business or current or anticipated research and development (the "**Company IP**") shall immediately be disclosed to the Company and shall be the sole and exclusive property of the Company upon their creation, such that the Company shall be the unencumbered legal and beneficial owner of the Company IP and be entitled to use the Company IP at such times and in such places and manner as it in its sole discretion considers to be appropriate. Notwithstanding the foregoing, to the extent that any of such Company IP does not automatically vest in the Company and/or do not accrue to the Company by operation of law, you hereby irrevocably assign to the Company by way of present and future assignment all Intellectual Property Rights, free from any encumbrance, for the full duration of such Intellectual Property Rights and any renewals and/or extensions thereof, to your exclusion, and such assignment is made without any limit in time or geography and is made with the object of enabling the Company and/or its assigns to use and exploit the Company IP at their own discretion for any purpose whatsoever. You, if and whenever required so to do by the Company (whether during your employment or after its termination), shall at the expense of the Company or such Group Company as the Company may direct:
- (a) apply or join with the Company or such Group Company in applying for any protection or registration in any other part of the world for any such Intellectual Property Rights;
 - (b) execute all instruments and/or documents and do all things necessary to vest (with full title guarantee) all right title and interest to and in such Intellectual Property Rights absolutely in the Company or such Group Company or in any other person as the Company may specify; and/or
 - (c) provide to the Company or such Group Company or any other person as the Company may specify all such assistance, at the Company's cost, as the Company may request in connection with any proceedings or actions relating to the Intellectual Property Rights.
- 16.6 In the event that the Company is unable, after reasonable effort, to secure your signature to any document for the application, obtaining or vesting of Intellectual Property Rights, whether because of your physical or mental incapacity or for any other reason whatsoever, you hereby irrevocably designate and appoint the Company and its duly authorised officers and agents as your agent and attorney-in-fact, to act for and on your behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, design, trade mark or other analogous protection thereon with the same legal force and effect as if executed by you. You understand and agree that your obligation to assist the Company in obtaining and enforcing patents and copyrights for such Intellectual Property Rights in any and all countries shall continue beyond the termination of your employment.
- 16.7 **Moral Rights.** To the maximum extent permitted under applicable law, you hereby irrevocably and unconditionally waive any and all Moral Rights in relation to the Company IP, including all rights in connection with your authorship of any existing or future copyright work in the course of your employment, in whatever parts of the world such rights may be enforceable, including, without limitation:
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- (a) the right to be identified as the author of any such work; and
- (b) the right not to have any such work subjected to derogatory treatment.

17. DUTY OF LOYALTY

- 17.1 You must not during your employment with the Company (except with prior written consent of the Company) be concerned or interested directly or indirectly in any business competing or which may compete with the business of the Company or any Group Company (otherwise than by the holding of not more than 1% of the securities quoted on a relevant stock exchange) or be personally employed or engaged in any capacity whatsoever in or in connection with any business other than the business of the Company or the Group.
- 17.2 You must not during your employment with the Company (except with prior written consent of the Company) belong to or have any financial or other interest in any business or organisation which gives rise or may give rise to a conflict of interest. You must notify the Company as soon as possible if you become aware that such a conflict exists or may exist or if there is any potential for such a conflict of interest arising.
- 17.3 You must not during your employment with the Company directly or indirectly solicit or entice away from or endeavour to entice away from the Company any individual employed or engaged by the Company.

18. POST-TERMINATION RESTRICTIONS

- 18.1 **Definitions.** For the purposes herein the following words have the following meanings:

"Customer" means any person or firm or company or other organisation whatsoever to whom or which any Group Company supplied Restricted Products during the Relevant Period and with whom or which, during the Relevant Period:

- (a) you had material personal dealings pursuant to your employment with the Company; or
- (b) any employee who was under your direct or indirect supervision had material personal dealings pursuant to their employment,

provided that in the case of a firm, company or other organisation "Customer" shall not include any division, branch or office of such firm or company or other organisation with which you and/or any such employee as defined in sub-clause (b) above had no dealings during the Relevant Period save that where a restructuring of the firm or company or organisation has occurred following such personal dealings "Customer" shall include the part of the business with which you or any employee as defined in sub-clause (b) above had dealings during the Relevant Period.

"Prospective Customer" means any person or firm or company or other organisation whatsoever with whom or which any Group Company shall have had negotiations or material discussions regarding the possible distribution, sale or supply of Restricted Products during the Relevant Period and with whom or which during such period:

- (a) you shall have had material personal dealings pursuant to your employment under this Agreement;
 - (b) any employee who was under your direct or indirect supervision shall have had material personal dealings pursuant to their employment; or
 - (c) you were responsible in a client management capacity on behalf of any Group Company,
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provided that in the case of a firm, company or other organisation, "Prospective Customer" shall not include any division, branch or office of such firm, company or other organisation with which you and/or any such employee had no dealings during the Relevant Period save that where a restructuring of the firm or company or organisation has occurred following such personal dealings, "Prospective Customer" shall include the part of the business with which you or any employee as defined in sub-clause (b) above had dealings during the Relevant Period.

"Protected Group Company" means any Group Company, being a corporation for which (a) you acquired knowledge of its trade secrets or Confidential Information; and/or (b) you have performed services during your employment with the Company or (c) for which you have had operational or management responsibility, at any time during the Relevant Period.

"Restricted Business" means the business of researching into, developing, manufacturing, distributing, selling, supplying or otherwise dealing with Restricted Products.

"Relevant Period" means the period of 12 months ending on the Termination Date or, in the event that no duties were assigned to you for any part of the duration of the notice period, the 12 months immediately preceding the last day on which you carried out any duties for the Company.

"Restricted Area" means the particular region(s) or country(ies) in which you were materially involved in providing Restricted Products during the Relevant Period, including but not limited to Singapore, China, Japan, Australia, New Zealand, Canada, Hong Kong, the United States of America, the United Kingdom and elsewhere).

"Restricted Employee" means any person who at the Termination Date (or within the period of 6 months prior to the Termination Date) was in an executive or senior managerial capacity or technical or sales with the Company or any Protected Group Company and with whom you had material contact or dealings in the course of your employment during the Relevant Period.

"Restricted Products" means products or services which are of the same or materially similar kind as the products or services (including but not limited to technical and product support, professional services, technical advice and other customer services) researched into, developed, manufactured, distributed, sold or supplied by the Company or any Protected Group Company within the Relevant Period and with which you were directly connected during your employment with the Company.

"Restricted Supplier" means any person, company, business entity or other organisation whatsoever who has supplied goods or services to the Company or any Group Company (other than utilities and goods or services supplied for administrative purposes) during any part of the Relevant Period or who has agreed prior to the Termination Date to supply goods or services to the Company to commence at any time.

- 18.2 You recognise that, whilst performing your duties for the Company, you have and/or will have access to and come into contact with the Confidential Information belonging to the Company and the Protected Group Companies and will obtain personal knowledge of and influence over its or their customers, suppliers and/or employees. You therefore understand and agree that the restrictions set out in this clause are reasonable and necessary to protect the legitimate business interests of the Company and any applicable Protected Group Company both during and after the termination of your employment.
- 18.3 You hereby undertake with the Company and the Protected Group Companies that you will not during your employment, and for a period of (i) 6 months after the Termination Date in respect of sub-paragraphs (a) and (b) below, and (ii) 12 months after the Termination Date in respect of all other sub-paragraphs, whether by yourself, through your employees or agents or otherwise
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howsoever and whether on your own behalf or on behalf of any other person, firm, company or other organisation, directly or indirectly:

- (a) within the Restricted Area, carry on, be employed or engaged or otherwise interested in the Restricted Business;
- (b) within the Restricted Area, hold a 5% or greater equity, voting or profit participation interest in any person, association, or entity who is engaged, directly or indirectly, in the Restricted Business;
- (c) [within the Restricted Area,] deal or contract with any Customer or Prospective Customer in relation to the sale or supply of any Restricted Products, or endeavour to do so;
- (d) employ or otherwise engage in the business of or be personally involved to a material extent in employing or otherwise engaging in the Restricted Business any person who was during the Relevant Period employed or otherwise engaged by the Company [or any Protected Group Company] and who by reason of such employment or engagement is reasonably likely to be in possession of any trade secrets or the Confidential Information relating to the business of the Company [or any Protected Group Company] or who has acquired influence over its Customers and Prospective Customers (as defined in clause 18.1 but so that references to you shall be replaced by references to the relevant employee or person and so that references to employment shall mean the relevant employee's employment with the Company or any Protected Group Company);
- (e) interfere with or endeavour to interfere with the supply or provision of goods or services (other than utilities, or goods or services supplied for an administrative purpose) to the Company or any Protected Group Company or to induce the cessation of the supply or provision of such goods or services from any Restricted Supplier;
- (f) solicit business from, or solicit the supply of goods or services (other than utilities, or goods or services supplied for an administrative purpose) from any Restricted Supplier for the purposes of the provision of Restricted Products;
- (g) [within the Restricted Area,] solicit business from or endeavour to solicit, entice away or canvass any Customer or Prospective Customer if such solicitation, enticement or canvassing is in respect of Restricted Products; or
- (h) solicit or induce or endeavour to solicit or induce any Restricted Employee to cease working for or providing services to the Company or any Protected Group Company, whether or not any such person would thereby commit a breach of contract.

18.4 The obligations undertaken by you pursuant to this clause shall, with respect to each such Protected Group Company, constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the covenants in favour of any other Group Company or the Company. In addition, at the request of the Company you shall enter into a direct agreement or undertaking with any Protected Group Company whereby you will accept restrictions corresponding to the restrictions in this clause 18 (or such of them as may be appropriate).

18.5 In the event of a transfer (within the meaning of section 18A of the Employment Act 1968 of Singapore (the "**Act**") of the undertaking or the part of the undertaking in which you shall at the time be employed as the result of which (by virtue of section 18A of the Act) your employment is automatically transferred to another (the "**Transferee**"), the provisions of this clause 18 shall have effect as though references in it (and in all associated terms defined in this Agreement) to "the Group" are construed as references to "any other corporation within the Transferee's Group" which

for these purposes shall comprise the Transferee and any holding corporation of the Transferee, the subsidiaries of the Transferee and of any such holding corporations for the time being.

- 18.6 You hereby undertake with the Company that you will not at any time after the termination of your employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any present association with the Company or any Group Company or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company or any Group Company to its detriment. The parties agree that the periods referred to in clause 18.3 above will be reduced by one day for every day during which, at the Company's direction, you are on garden leave pursuant to clause 12 of this Agreement.
- 18.7 While the restrictions in this clause 18 (on which you acknowledge and agree you have had the opportunity to take independent advice) are considered by the parties to be reasonable in all the circumstances, it is agreed that if any such restrictions, by themselves, or taken together, shall be held by a court of competent jurisdiction to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company or a Protected Group Company but would be adjudged reasonable if part or parts of the wording thereof were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and effective.
- 18.8 Before you accept employment with any other person, partnership business or entity while any of this clause 18 is in effect, you undertake that you will provide any such employer with written notice of your obligations under this clause 18, and that you will deliver a copy of the written notice to the Company. For a period of 12 months following the Termination Date, you undertake to keep the Company informed of the name and address of any new person, partnership, business or entity for whom you are employed by or providing services for, as well as the capacity in which you will be employer or providing services in. You hereby grant your consent to notification by the Company to your new employer about your rights and obligations under this Agreement.

19. NO BREACH OF PRIOR AGREEMENT

You warrant and represent that your entry into this Agreement, your performance of all the terms of this Agreement and your duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality, non-competition, non-solicitation and non-interference, or any other agreement with, or any obligations owed to any former employer or other party. You represent that you will not bring with you to the Company or use in the performance of your duties for the Company any documents or materials or intangibles of a former employer or third party that are not in the public domain or have not been legally transferred or licensed to the Company.

20. DATA PROTECTION AND DISCLOSURE OF INFORMATION

- 20.1 You explicitly consent to the Company collecting, using, disclosing and/or processing your Personal Data (as defined below) including any sensitive Personal Data relating to you as necessary for the performance of this Agreement, your employment (including, where necessary, after the cessation or termination of your employment) and/or the conduct of the Company's business for the purposes of employee-related administration, education and training, management and evaluation of employees (including without limitation role assessment, job compatibility assessment, career progression and/or management of staffing requirements), processing of your personnel file, or for the purposes of providing data to the necessary regulatory
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and/or governmental agencies and/or external suppliers which the Company may deal with in relation to company accounts, administration (including payroll, health or medical benefits, security, facilities or computing resource management), education and training, management and evaluation of employees and to administer any benefits you may be entitled to. You agree that the Personal Data may be collected and held by the Company, or be disclosed or transferred to other employees or to any other member of any Group Company (including if necessary to any office of any Group Company whether in Singapore or overseas) or to any other person as may be reasonably necessary or as otherwise permitted by law, including, where necessary, after the termination of your employment, for the same abovementioned purposes or in order that such data may be stored. Such Personal Data may only be transferred outside of Singapore where the recipient holds adequate standards of protection. In addition, you give your express consent to each Group Company collecting, using, disclosing and/or processing your Personal Data to the extent required in connection with the performance your duties (including, where necessary, after the cessation or termination of your employment), to clients, potential clients, suppliers or other business partners and/or third parties that you may have reason to be in contact with in pursuance of your employment.

- 20.2 To the extent that you disclose or provide the Company with any Personal Data relating to a third party (e.g. information on your spouse, children and/or parents), by submitting such Personal Data to the Company, you represents and warrants to the Company that you have the authority and have obtained all necessary consents at the time of disclosure, for the disclosure of such third party's Personal Data to the Company for the Company's collection, use, disclosure and/or processing of the Personal Data for the purposes set out herein, and that such consents have not been withdrawn.
 - 20.3 For the purposes of this clause 20, "**Personal Data**" is data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the Company has or is likely to have access, and includes (but is not limited to) data that is contained in or derived from your residential address, contact information, payroll deposit authorisation form, personal data form, family particulars form, emergency contact information, resume, work history, reference checks, background checks, CCTV footage, social networking websites, computer usage logs and emails sent to and from your email account with the Company.
 - 20.4 It is essential that the Company's personnel records are accurate and kept up to date. It is your responsibility to notify the HR department of any changes to any Personal Data you have provided to the Company (including but not limited to your residential address, contact information and emergency contact information).
 - 20.5 You may contact the relevant HR personnel in the event that you have any queries on Personal Data matters.
 - 20.6 The Company reserves the right to update its data protection arrangements including, without limitation, issuing of further notices, guidelines or policies as may be required by it or by law or as may be relevant from time to time. You agree to abide by such updates and, generally, where necessary, agrees to respond promptly to any requests for further consents (whether by ad hoc request or by way of such updates) as to the collection, use, disclosure and/or processing of your Personal Data as required by the Company from time to time whether the same is issued via internal email, circular or other means, each of which you acknowledge and accept is a valid method of seeking and obtaining your further consent.
 - 20.7 Any equipment provided to you by the Company is for the sole purpose of work for the Company, and personal use of this equipment without prior authorisation is strictly prohibited. You understand, acknowledge and agree that the Company will, from the commencement of your
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employment, carry out ongoing, intermittent surveillance of the use of computer systems by you (including emails, internet and files (including files stored on your work computer)), and authorise and provide your consent to the Company to do the same. The surveillance is carried out by all means available to the Company which may include accessing your email account or emails, accessing your files, accessing your work computer and accessing records of your intermittent usage (including sites and pages visited, files downloaded, video and audio files accessed and data input), and authorise and provide your consent to the Company to do the same. You further agree that the Company and any Group Company may intercept, process and monitor communications transmitted by or to you via any private telecommunication systems (including e-mail) or services of the Company or any Group Company, and authorise and provide your consent to the Company to do the same.

21. PERSONAL MOTOR VEHICLES

You acknowledge that your personal motor vehicle is not insured in any way by the Company, and you accept responsibility for ensuring that you are covered for business use if you wish to use your motor vehicle on company business.

22. THIRD PARTY RIGHTS

Any person who is not a party to this Agreement shall not have any right to enjoy the benefit of or enforce any of the provisions of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 2001 of Singapore.

23. INJUNCTIVE RELIEF

You understand that in the event of a breach or threatened breach of the provisions of clauses 14, 16, 17 and 18 by you, the Group will suffer irreparable harm for which there is no adequate remedy at law; therefore, in such event the Company will be entitled to seek injunctive relief from a court of competent jurisdiction to enforce this Agreement without the necessity of proof of actual damage.

24. INDEMNITY

You shall fully defend, indemnify and hold harmless each Group Company, its agents, officers and employees (each, an “**Indemnified Party**”) for all claims, losses, damages, costs and expenses including legal fees on a solicitor and own client basis, suffered or incurred by such Indemnified Party in relation to or as a result of any breaches of the terms of this Agreement by you, or any action taken by such Indemnified Party to enforce the terms of this Agreement.

25. GENERAL

- 25.1 The failure of the Company at any time, or from time to time, to require performance of any of your obligations under this Agreement or any delay on the Company's part in exercising any right or remedy under this Agreement shall not be deemed a waiver of and shall in no manner affect Company's right to enforce any provision of this Agreement at a subsequent time. Any single or partial exercise of any right or remedy by the Company shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement
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are cumulative and not exclusive of any rights or remedies provided by law. The waiver by Company of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

- 25.2 You may not assign nor transfer to any third party the benefit and/or burden of this Agreement without the prior written consent of the Company. To the extent permissible by applicable law, this Agreement will be binding upon your heirs, executors, administrators and other legal representatives and will be for the benefit of the Group, its successors, its assigns and licensees.
- 25.3 Should one or several provisions of this Agreement prove invalid, unenforceable, illegal or void in part or in whole, such provision(s) will be severed (which includes notional and/or discretionary severance) and shall not affect the validity of the other provisions in this Agreement. For the avoidance of doubt, if any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority but would be valid or enforceable if some part of the provision was deleted, or the period of the obligation reduced in time, or the range of activities or area covered reduced in scope, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable. In any event, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.
- 25.4 Any termination of this Agreement, regardless of how such termination may occur, shall not operate to terminate clauses 14, 16 or 18, which shall survive any such termination and remain valid, enforceable and in full force and effect.
- 25.5 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

26. CONSENT TO NOVATION

You understand that during the course of your employment with the Company, it may be reasonable for the Company to novate this Employment Agreement to another Singapore entity within the Group. You provide your consent to such transfer and specifically agree to accept only a prior notice of such novation, provided however, that no provisions of this Agreement shall be modified in such novation.

27. NOTICES

All notices and other communications relating to your employment shall be in writing in the English language and will take effect, if delivered in person, upon delivery; if posted, at the earlier of the time of delivery on the second business day after posting; or, if sent by email, when a complete and legible copy of the communication has been received. All notices and other communications should be sent:

- (i) if to the Company from you:

Title: Vice President, Human Resources
Address: Level 3, 333 George Street Sydney, NSW Australia 2000
Email: human.resources@mrisoftware.com

(ii) if to you from the Company, either by hand to you personally, or to:

Name: Mr./Mrs./Ms. Pat Kah Suen, Jerryl
Address: 130A Hillview Avenue, #09-02 Singapore 669609
Email: Jerryl.Pat@mrsoftware.com

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

29. CHOICE OF LAW AND SUBMISSION TO JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of Singapore. The parties hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.

30. ENTIRE AGREEMENT

30.1 This Agreement constitutes the entire agreement between you and the Company in relation to your employment, and supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party. Nothing in this clause shall however operate to limit or exclude liability for fraud.

30.2 No variation, amendment or waiver of any provision of this Agreement will be effective unless made in writing and signed by both parties.

30.3 It is an essential term of this Agreement that:

- (a) any representation, warranty or statement you made when applying for this position was true and complete; and
- (b) you disclosed to us every matter which might materially influence our decision to employ you.

30.4 You warrant that you have read and understood this Agreement, and that you have had reasonable opportunity to seek external advice, including legal advice, on the terms and effect of this Agreement.

Yours sincerely,



Roman Telerman

Director for and on behalf of Management Reports International Pte Ltd

Dated: 1 September 2025

I accept the terms and conditions set out in this Agreement.

Name: Pat Kah Suen, Jerryl

Signed: Pat Kah Suen, Jerryl

Dated: August 18, 2025

Schedule 1

Duties and responsibilities

The employee is responsible for performing duties that support the effective delivery of the company's products, services, or operations. This may include working with internal and external stakeholders, applying professional expertise, and contributing to the success of projects, clients, or business functions.

The employee may also be required to perform other duties as directed by their manager or as necessary to support business objectives.

Schedule 2
Prior Inventions
(List of Employee's Prior Inventions)

 ○ By marking here, I represent and warrant that I have no Prior Inventions, as that term is defined in the Agreement to which this Schedule 2 is attached.

OR

 ○ By marking here, I have attached a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Schedule 2 is attached.

Name in Full: Pat Kah Suen, Jerryl

Signed: Pat Kah Suen, Jerryl

Dated: August 18, 2025