

druva

Pak Kiu Patrick Lam
Hong Kong Office
Date 3/12/19

Dear Patrick,

LETTER OF EMPLOYMENT

We are pleased to make you an offer of employment with us, Druva Singapore Pte. Ltd. (the "**Company**").

This Agreement sets out the whole agreement between the parties relating to our employment. It supersedes any previous statement relating to your employment. References to the "**Schedule**" are to the schedule of this Agreement.

1. Commencement:

1. Your employment with the Company shall commence on the date set out in the Schedule.
2. You hereby warrant and undertake to the Company (in knowledge that the Company is relying on the same in agreeing to enter into this Agreement) that:
 - 1.2.1 where you are not a Singapore citizen or permanent resident, you have the required immigration status to work for the Company in Singapore; and
 - 1.2.2 by virtue of entering into this Agreement you are not in breach of any other contract to which you are a party and will not be liable to any action relating to any such contract; and
 - 1.2.3 you are (or will as on and from the commencement date set out in the Schedule be) free to start work for the Company on the terms set out in this Agreement; and
 - 1.2.4 you are not (or will not as on and from the commencement date set out in the Schedule) be subject to any restriction which will hinder or restrict you from performing your duties as an employee of the Company.

2. Job Title and Duties:

1. You are employed in the position set out in the Schedule and will at all times report to **Pete Yamasaki**.
2. The Company reserves the right to change your job description and/or duties in line with operational or management requirements from time to time and you agree to perform those duties as if they were specifically required under this Agreement without additional remuneration unless otherwise agreed and on a full or part time basis. You may be required in pursuance of your duties to perform services not only for the company but also for any other member of the Druva group of companies, its subsidiaries and associated companies for the time being (the "**Group**") without further remuneration.
3. You are to devote the whole of your working time, attention and skill to the business of the Group, unless prevented by ill health or injury.

Druva Singapore Pte Ltd, 600 Northbridge Road, Parkview Square, #10-01,
Singapore 18878

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- 6.2.4 Any overpayment of pay or expenses or payment made to you by mistake or through misrepresentation;
 - 6.2.5 Any debt owed by you to the Company;
 - 6.2.6 Any sum paid to you in respect of a commission or salary advance and which you have not repaid; and
 - 6.2.7 Any deductions for damage to or loss of goods expressly entrusted to you for custody or for loss of money for which you are required to account, where the damage or loss is directly attributable to your neglect or default.
3. You will be responsible for the payment of all taxes and other amounts due in connection with any payment made under or in connection with your employment and be responsible for the preparation of your personal tax returns. You undertake to indemnify and keep the Company indemnified in respect of such tax or other amounts (Including penalties and interest) which may be assessed on the Company by reason of any non-payment by you of any tax owed in connection with your employment, together with any costs and expenses incurred by the Company in connection with any such assessment.
 4. Where you are a foreign employee about to cease work with the Company, or where you are a foreign employee intending to leave Singapore for a period exceeding three months, the Company is required to give written notice (the "Notice") thereof to the Inland Revenue Authority of Singapore ("IRAS") not later than one month before you cease to be employed or one month before your expected date of departure from Singapore (as the case may be) and to withhold any monies payable to you or your benefit until full settlement of any outstanding taxes you, as a foreign employee, owe to the IRAS.
 5. The Company will only release the payment of any amount due to you or for your benefit after tax clearance from IRAS is given or after the expiry of thirty days after the receipt by the IRAS of the Notice, whichever is earlier provided that there are any remaining monies due to you after the Company has settled your outstanding taxes owed to the IRAS.
 6. It is further agreed that should the amount withheld from you be less than the amount owing to the IRAS and the Company settles such amount on your behalf with the IRAS, such additional monies settled by the Company shall be a debt owing by you to the Company and for which the company shall have a right for immediate repayment from you.

7. Bonus / Incentive Scheme:

1. You will, in addition to your base salary, be eligible to be considered for Incentive's / Sales commissions which will be paid you from time to time based upon your goals & deliverables as discussed between you and your reporting manager.
2. It is a condition of receiving any bonus / Incentive that on the date of payment you:
 - 7.2.1 Are employed by the company and are actively performing your duties;
 - 7.2.2 Have neither voluntarily resigned nor received notice from the Company nor are serving a period of notice following such resignation or receipt of notice; and
 - 7.2.3 Are not subject to any disciplinary proceedings or sanctions.
3. Notwithstanding any provisions in this Agreement to the contrary, the award of any bonus / Incentive's is at the Company's sole discretion.

- practitioner to disclose to or discuss with the Company the results of the examination and the matters that arise from it so that the medical practitioner can notify the Company of any matters that might impair you from properly discharging your duties.
3. If you are absent from work due to sickness or injury for more than 14 days in any year, or there are numerous occurrences of short absences due to sickness or injury, the Company reserves the right to take appropriate action to assess your capability.

11. Sick Pay and Healthcare Benefits:

1. You are entitled to fourteen days' non-hospitalisation paid sick leave and sixty days' hospitalization paid sick leave in any one calendar year.
2. You would be eligible for Insurance benefits as per the company Policy. Full details of the Policy will be advised under separate cover

12. Termination:

1. Your employment can be terminated by the Company at any time without cause by giving to you, or by you at any time by giving to the Company:

- (12.1.1) 15 days prior written notice during your probationary period; or
- (12.1.2) One months' prior written notice after your probationary period.

2. The party terminating the employment shall have the option to pay the other party a sum equal to the amount of basic salary, which would have accrued to the employee during the term of such notice.
3. The Company may, however terminate your employment at any time without notice if:
4. You willfully disobey any lawful and reasonable instruction from the Company through its authorized representatives; or
5. You are guilty of misconduct or another conduct where such conduct is inconsistent with the due and faithful discharge of your duties; or
6. You are guilty of misconduct or any other conduct which is likely to seriously or adversely affect the interests of the Company; or
 - 12.6.1 You are guilty of fraud or dishonesty; or
 - 12.6.2 You are habitually neglectful in your duties; or
 - 12.6.3 There are any other circumstances exist entitling the Company to terminate your employment without notice at common law.
- 12.7 You will have no claim for damages or any other remedy against the Company if your employment is terminated for any of the reasons set out in clause 12.3 above. Such termination shall be without prejudice to any other rights of the Company against you.
- 12.8 The Company reserves the right to ask you to remain at home on full pay and benefits for all or part of your notice period in which case you will comply with all reasonable requests as the Company may specify during that period. Although you are not required to attend work during such period of "garden leave", all of your normal terms and conditions apply to you and you are required to devote your services exclusively to the Company during this period. For the avoidance of doubt, you are not permitted to work for any other employer during such period of garden leave.
- 12.9 Upon the termination of your employment for whatever reason:
- 12.10 You shall upon the request of the Company resign from all (if any) offices held by you

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- 13.7 Transferring information concerning you to a country or territory outside Singapore.
- 13.8 You also consent to the Company monitoring and recording your actions and activities such as that activities conducted on your laptop or desktop computer that is issued to you by the Company, telecommunications and security systems and any use you make of your telecommunication or computer systems. You agree to comply with the Company's policy concerning the use of such systems.
- 13.9 You will take all steps to ensure that any Company or Group Company Information or personal data which you access, hold or process will not be available to third parties and will be kept securely by you, particularly if such information is accessed by or accessible to you via a mobile device, such as a laptop, desktop, personal digital assistant (PDA) or mobile telephone.

14 Confidentiality:

- 14.1.1 For the purposes of this clause 16, "**Confidential Information**" means: "all information whether recorded or not (and if recorded, whether on paper, tape, hard drive or computer disk) which is a trade secret or other confidential or private information that is generally known or easily accessible to the public or trade, relating to the concerns or affairs of the Company or the Group and includes (without limitation) all and any information about business plans, new business opportunities, research and development projects, product formulae, processes, inventions, designs, discoveries or know-how, sales statistics (including targets and statistics, market share and pricing statistics, forecasts and reports) maturing business opportunities, processes, designs, marketing surveys and plans, costs, profit or loss or financial information relating to the accounts, prices and discount structures of the Company or the Group, the names, addresses, telephone numbers, fax numbers, e-mail or contact details, activities or personal affairs of the Company's or the Group's clients, agents, consultants, distributors and suppliers, any Company or Group database, mailing list, software application, component list, any information relating the terms of business between the clients, or agents and the Company or the Group".
- 14.1.2 You acknowledge that you will have access during the course of your employment to Confidential Information belonging to the Company or the Group and that the Company (for itself or on behalf of the Group) has a legitimate commercial interest in preventing the unauthorized disclosure of such Confidential Information.
- 14.1.3 You will not at any time (except as required in the proper performance of your duties) during or following the termination of your employment, make use of on your own account or on behalf of any other firm or business or disclose or communicate to any person any Confidential Information which may have come into your knowledge and/or possession, and/or control during your employment.
- 14.1.4 You shall refrain from using or attempting to use such Confidential Information in any manner which will or may cause to be calculated to cause injury or loss to the Company or its clients.

15.1.3 If and whenever required to do so by the Company you will at the expense of the Company apply or join with the Company or such member in the Group in applying for letters patent or other protection or registration in Singapore and/or any other part of the world for any such Intellectual Property which belongs to the Company or such other member of the Group. You will at the Company's expense execute and do or procure to be executed and done all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right, title and interest to and in the Intellectual Property in the Company absolutely or in such other persons or companies as the Company may specify.

15.1.4 You waive all your moral rights under the Copyright Act (Cap. 63) and any foreign corresponding rights in respect of any work of which you are the author or co-author.

15.1.5 Rights and obligations under this clause 17 shall continue in force after the termination of your employment in relation to Intellectual Property made created or discovered during the period of your employment and shall be binding upon your personal representatives.

15.1.6 You agree that, as and when requested by the Company, you shall appoint the Company as your attorney in your name to execute and do all documents and things, which are required in order to give effect to the provisions of this clause 15.

16 Restrictive Covenants:

16.1 You agree that during your employment and for a period of six months following the termination of your employment for any reasons, you will not directly or indirectly, whether as a principal, shareholder, partner, consultant, director, officer, employee, sales agent or otherwise:

16.1.1 Carry on or be engaged in or interest in any business carried on anywhere within Singapore or any territories relevant to your scope of work which competes with any business carried on by the Company or any member of the Group in which you have been engaged or involved directly or indirectly at any time during the six month period preceding the termination of your employment;

16.1.2 Solicit, canvass or approach any person, firm, corporation or any other entity who or which was provided in goods or services by the Company or any company within the Group ("**Customer**") at any time during the six month period preceding the termination of your employment, with whom you or any person reporting to you have been actively engaged or involved in by virtue of the duties carried out by you under this Agreement, for the purpose of offering to that Customer goods or services similar to those with which that Customer was so provided; or

16.1.3 Attempt in any manner to persuade any Customer which was provided with goods or services by the Company or any member of the Group at any time during the six month period preceding the termination of your employment, with whom you or any person reporting to you have been actively engaged or involved in by virtue of the duties carried by you under this Agreement, to cease to do business or reduce the amount of business that such Customer has customarily done or contemplated doing with the Company or any member of the Group.

16.1.4 Clause 18.1 shall not prevent you from purchasing solely for investment not more than 5% of the stock or other securities of any corporation engaged in the business
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The Schedule

Employee Name	Pak Kiu Patrick Lam
Job Title	Regional Sales Director
Place of Work	Singapore Office
Date of commencement of employment	1 February 2020
Salary	SNG 144,720.00 pa
Base Salary	SNG 144,720.00 pa
Incentive / Bonus	SNG 96,434 .00 pa
Non-recoverable draw	Not applicable
Medical Insurance	<p>Until 31 July 2020 you will continue to receive your US\$ 1000pm allowance and will be responsible for all medical costs for you and your family. This allowance will cease on 31 July 2019</p> <p>From 1 August 2019 you will transfer to the Druva Singapore Medical scheme which covers Employees ,there spouse and children subject to acceptance by the insurance company</p>
Normal working hours	9:30 AM to 6:30 PM
Annual Leave entitlement	20 days

Certificate of Completion

This certificate is awarded to

LAM PAK KIU PATRICK

NRIC/FIN Number:

GXXXX305N

Certification Number:

2020072740

For completing

Online Employers' Orientation Programme

on:

27/07/2020



Director

Grace Management & Consultancy Services Pte Ltd



Work Pass Division
Ministry of Manpower
18 Havelock Road
Singapore 059764
Telephone : (65) 64385122
Website : <http://www.mom.gov.sg>
Email : mom_wpd@mom.gov.sg

EMPLOYMENT HISTORY OF WORK PERMIT HOLDER

Date printed : 13/09/2020
Employment Agency : UNITED CHANNEL SERVICES PTE. LTD. (11C4954)

Worker Details

WP No. : 0 07435584
Name of Worker : NUR RAHAYU
DOB of Worker : 03/12/1987
Sex : FEMALE
Worker's FIN : G6831761X
Passport No. : C4801998
Nationality/Citizenship : INDONESIAN

Employment History

Results Found : 3

Employer	Period of Employment		Industry
	Start Date	End Date	
Employer 3	09/10/2019		General Household
Employer 2	06/10/2011	26/11/2011	General Household
Employer 1	17/02/2011	06/10/2011	General Household

No person shall in any way make any additions, modifications, adjustments or alterations to the information, or further disclose the information to any other person(s) unless required by the Ministry of Manpower.

Lam Pak Kiu Patrick
Name of Employer

Date

Sign