

the Company shall have the right to seek and obtain injunctive relief to enforce the obligations of this Clause.

- ii. Any relief sought by the Company pursuant to this Clause shall not affect the Company's rights to any legal remedy whether criminal or civil, that it may seek in connection with the breach of this Clause.

10. Termination

- a. Notwithstanding Clauses 4.a and 4.b above and Clause 10.b below, and subject always to the relevant provisions of the Employment Act, the Company may terminate the Contract of Employment forthwith by written notice (without any obligation to pay any further sums to you whether by way of compensation, damages or otherwise in respect of or in lieu of any notice period or unexpired term of the Contract of Employment, and without prejudice to any other rights of the Company) if you:
 - i. commits any repeated or continued breach of his obligations to the Company or any serious breach of his obligations to the Company;
 - ii. is convicted of any criminal offence other than road traffic offences for which imprisonment is not a sanction;
 - iii. becomes of unsound mind or mental disorder within the meaning of the Mental Health Ordinance by the Laws of Singapore;
 - iv. any member of your immediate family directly or indirectly makes a profit arising out of or in connection with a transaction to which the Company is a party without you disclosing such interest to the Company in writing and obtaining the prior written consent of the Company;
 - v. acts in any manner which brings or is likely to bring himself or the Company into disrepute
 - vi. fails or neglects efficiently and diligently to carry out his duties;
 - vii. is guilty of gross misconduct or any other conduct which is calculated or likely to affect prejudicially the interests of the Group whether or not such misconduct or other conduct occurs during or in the context of the Contract of Employment;
 - viii. commit an act which justifies summary dismissal under the Employment Act;
 - ix. if you shall become prohibited by law, rules or regulations from acting as a director of a company; or
 - x. becomes addicted to or is habitually under the influence of alcohol or any drug (not being a drug prescribed for you by a medical practitioner for the treatment of a condition other than drug addiction) the possession of which is controlled by law.
- b. Without prejudice to Clause 8., but notwithstanding any other provision of the Contract of Employment, if you shall become unable to perform your duties properly by reason of illness or injury for a period or periods aggregating at least 60 days in any period of 12 consecutive calendar months then the Company may, by not less than the relevant prior written notice given at any time while you are incapacitated by illness or injury from performing your duties under the Contract of Employment, terminate the Contract of Employment provided that the Company shall withdraw any such notice if during the currency of the notice you return to full time duties and provides a medical practitioner's certificate satisfactory to the Company to the effect that you have fully recovered your health and that no recurrence of your illness or injury can reasonably be anticipated.
- c. Upon termination of the Contract of Employment howsoever caused you shall:
 - i. immediately deliver up to the Company any property belonging to the Company and shall cease to represent yourself as being in any way connected with the Company;

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