- ii. irretrievably delete any information relating to the business of the Company stored on any magnetic, or optical disc or memory and all matter derived there from which is in his possession, custody, care or control outside the premises of the Company;
- iii. resign any office or appointment held by you in the Company without any claim for compensation or damages for loss of such office or appointment and you hereby irrevocably appoint the Company your attorney to execute letters of resignation of such offices or appointments on your behalf and to take such other steps as are necessary to give effect to such resignations; and
- d. The termination of the Contract of Employment shall be without prejudice to the rights of either party against the other in respect of any antecedent breach of the Contract of Employment.
- e. The termination of the Contract of Employment. shall not operate to affect those provisions of the Contract of Employment which are intended to have effect after the Termination Date.

11. General

- a. Nothing in the Contract of Employment affects your statutory rights under the Employment Act and other applicable laws which cannot be varied by agreement.
- b. the Contract of Employment constitutes the entire agreement between the Company and you in connection with the Appointment and will operate in substitution for and to the exclusion of any terms of employment, arrangements, or other agreements in force between the Company and you or any other member of the Group and you but without prejudice to the rights, liabilities and obligations (if any) of either party or any other member of the Group accrued or accruing prior to the date of execution of the Contract of Employment.
- c. No agreement made between the Company and you or any member of the Group and you nor any amendment to the Contract of Employment will be legally binding on the Company, any other member of the Group or you unless and until that agreement or amendment is confirmed in writing by the Company or (as the case may be) any member of the Group.
- d. The provisions of the Contract of Employment are severable and if any provision is held to be invalid or unenforceable by any court or body of competent jurisdiction then such invalidity or unenforceability shall not effect the remaining provisions of the Contract of Employment.
- e. None of the rights or duties of you under the Contract of Employment may be assigned, transferred, sub-contracted or delegated.
- f. No waiver of any term, provision or condition of the Contract of Employment shall be effective unless it is in writing and signed by the waiving party. No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- g. Any notice given under the Contract of Employment shall be deemed served if, when addressed to the Company, it is left at or sent by registered or recorded delivery post to its registered office or principal place of business, or if addressed to you it is served on him personally or sent by registered or recorded delivery post addressed to him at his usual or last address known to the Company in Singapore. In the case of service by post, the date of service shall be deemed to be the day (excluding Sundays and public and bank holidays) following the date of posting.
- h. The Contract of Employment shall be governed by and construed in accordance with the laws of Singapore and each party to the Contract of Employment submits to the jurisdiction of the courts of Singapore.

The Company reserves its right to make amendments to this contract and the benefits where necessary and will inform employees in writing should there be any amendments.

earth9
Private and Confidential

Page 7 of 9

