

Silvia Heng Weng Poh

Dated this day of 2026

Between

AUGUST CONSULTING PTE. LTD.
(as the Company)

And

SILVIA HENG WENG POH
(as the Executive)

~~(Separately with Janice Ong Siu Eng and Wrisney Tan Pia Sin all on August letterhead)~~

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made on ~~1xx January~~ 2026]:

BETWEEN:

- (1) **AUGUST CONSULTING PTE. LTD.** (Company Registration No. 200202142E), an exempt private company limited by shares incorporated under the laws of Singapore and having its registered address at 101 Thomson Road, #29-05, United Square, Singapore 307591 ("**Company**");

AND

- (2) **SILVIA HENG WENG POH** (Singapore NRIC No.XXXXXXX) ("**Executive**"),

(collectively, the "**Parties**" and each, a "**Party**").

1. EMPLOYMENT TERMS

- 1.1 Subject to the terms and conditions set out herein, the Company hereby employs Silvia Heng Weng Poh as "Executive" and/or with such other title as may be reasonably determined by the Company, and the Executive hereby accepts such employment and agrees to serve the Company in the capacity as "Executive".
- 1.2 The Parties acknowledge and agree that this Agreement shall supersede all and any prior written or oral employment agreement(s) entered into between the Executive and the Company ("**Prior Employment Agreement(s)**") in their entirety with effect from the date of this Agreement (the "**Effective Date**"), and that each of such Prior Employment Agreement(s) shall be fully and absolutely terminated with effect from the Effective Date. The Executive represents and warrants to the Company that the Executive is under no contractual or other restriction or obligation, which is inconsistent with the execution of this Agreement and the performance of her duties hereunder, or the other rights of the Company.
- 1.3 The Parties further acknowledge and agree that the Executive has been continuously employed by the Company on a full-time basis since 2 January 2004 and accordingly, the Executive shall not be required to undergo any period of probation. For the avoidance of doubt, this Agreement shall not result in any break in continuity in the Executive's employment and the period of the Executive's employment with the Company prior to the Effective Date shall be counted towards the Executive's total employment period with the Company.
- 1.4 The Executive confirms that prior to entering into this Agreement she has fully disclosed to the Company in writing all circumstances of which she is aware in respect of which there is, or might be perceived to be, a conflict of interest between the Company or any of its affiliates and the Executive or her Connected Persons, and she agrees to fully and promptly disclose to the Board any further such circumstances which may arise during the term of her employment.

For the purposes of this Clause 1.4, "**Connected Person**" means any person who is a member of the Executive's immediate family including: (a) the Executive's spouse or common law partner, (b) a sibling or step-sibling of the ~~relevant person~~ Executive, (c) a child, adopted child or stepchild of the Executive, (d) the parents and/or grandparents of the Executive, and "**Connected Persons**" shall be construed accordingly.

2. DUTIES

- 2.1 The duties of the Executive in relation to the Company shall be as follows:
- (a) perform the duties set out in the **Annex**; and
- (b) to undertake such other duties in relation to the Company as the Parties may mutually agree.

2.2 During the term of this Agreement commencing from the Effective Date up to the termination of this Agreement in accordance with the terms herein ("**Term**"), the Executive shall:

- (a) use all due effort, skill, judgement and care in a timely, faithful and diligent manner in the performance of her duties;
- (b) observe and comply with all lawful resolutions, regulations, policies and directions from time to time made, implemented or given by the Company;
- (c) report to the managing director and chief executive officer of the Company (at the Effective Date, such person being Alan Lee Ah Sim), and promptly give to such person all such information and reports as such person may reasonably require in connection with matters relating to the Company or its business; ~~[BFL Comment: It is preferable to specify which personnel in the Company the Executive should report to.] To Alan Lee [To Alan 190126: We have clarified that she will be reporting to the managing director or chief executive officer of the Company, which is Alan at the time the Agreement will be entered into.]~~
- (d) comply with all applicable laws, in the provision of her duties hereunder;
- (e) not accept any gift, commission, rebate or other benefit from any person except with the Company's prior consent in writing and shall comply with any anti-bribery policies which may be implemented by the Company from time to time;
- (f) do all reasonable things in her power to protect, promote, develop and extend the business interests and reputation of the Company;
- (g) unless prevented by ill health or accident, devote so much of her time and attention and ability which is required to perform her duties hereunder; and
- (h) not participate in acts or utterances, which are reasonably expected to disgrace or damage the reputation of the Company in general.

2.3 The location of the Executive's employment shall be Singapore. Upon request by the Company, the Executive may be required to travel overseas for work-related matters in respect of the Company.

2.4 Subject to the exigencies of work, the Executive's working hours will be Monday to Friday, 9.00 am to 6.00 pm, with a reasonable lunch break every day. Subject to the applicable laws, the Executive may be required to work beyond the normal working hours to discharge her duties with no additional remuneration. ~~[BFL Comment: This is a key employment term that must be included under this Agreement pursuant to the Employment Act 1968 of Singapore.] Take out the one (1) hour lunch break — most times they work through lunch break especially on clients meetings, and client projects. [To Alan 190126: We have replicated the language used in your MSA (i.e. that they will have a reasonable lunch break every day).]~~

3. REMUNERATION AND OTHER BENEFITS

3.1 Monthly Salary

3.1.1 During the Term of the Executive's appointment, the Company shall pay to the Executive a monthly basic salary of **SGD13,100** ("**Salary**") for each calendar month ~~during the Term~~.

3.1.2 The Salary shall be reviewed by the Company at the beginning of each financial year and may be adjusted based on the performance of the Company and the Executive in the previous financial year.

3.1.3 The Company shall also make all applicable Central Provident Fund (“**CPF**”) contributions which the Company is required to make pursuant to and in accordance with the Central Provident Fund Act 1953 of Singapore (“**CPF Act**”).

3.1.4 The Salary shall be deemed to accrue from day to day and be payable in arrears on the 1st day of each calendar month (or, if the 1st day of the relevant calendar month is not a business day, on the immediately following business day).

3.2 **Annual Bonus**

3.2.1 In addition to the Salary, the Company (at its discretion) may pay to the Executive:

(a) an annual performance bonus in respect of a financial year, taking into account the Company’s and the Executive’s performance during such financial year, including the Executive’s success in meeting annual strategic and financial goals established under the Company’s ~~Performance Plan~~performance plan (“**Annual Performance Bonus**”); and

(b) an annual wage supplement equivalent to one (1) month of her Salary for the full relevant financial year, on completion of a year’s service or pro-rated to the length of service if less than a year (“**AWS**”, and collectively with the Annual Performance Bonus, the “Annual Bonus”).

3.2.2 For the avoidance of doubt, the amount of the Annual Performance Bonus and timing of payment of the Annual Performance Bonus and AWS shall be determined by the Company in its discretion and notified to the Executive, and the Executive shall not be entitled to receive such Annual Performance Bonus and/or AWS if her employment with the Company ceases prior to such payment date.

3.2.3 In the event that the Executive’s employment with the Company ceases prior to the end of a financial year, the Executive resigns from her employment with the Company for any reason whatsoever, or the Company terminates this Agreement for Cause, the Executive shall not be entitled to receive any Annual Bonus in respect of such financial year (including any Annual Bonus in respect of such financial year which has been declared but not paid) unless otherwise agreed by the Company.

3.3 **Deductions and Taxes**

3.3.1 The Company shall deduct from the Salary and if applicable the Annual Bonus all such sums it is authorised to deduct under the applicable laws. In particular, the Company shall make such contributions towards the CPF as may be necessary under the applicable laws in respect of the Executive’s employment with the Company hereunder.

3.3.2 The Executive shall be responsible for her own personal tax liabilities in all jurisdictions which she is assessed.

3.3.3 The Company shall be entitled to offset against any Salary and/or other monies payable by the Company to the Executive any monies owing or payable by the Executive to the Company in connection with her employment hereunder without further notice or action.

3.4 **Benefits**

3.4.1 The Executive shall be entitled to the following benefits during the Term:

(a) participation in all insurance policies obtained by the Company for its staff as may be approved by the Company (including the Company’s Group Hospitalisation & Surgical insurance programme);

(b) such benefits as the Executive shall be entitled in accordance with the applicable laws of Singapore (including but not limited to medical and dental benefits which the

Executive is, immediately prior to the date of this Agreement, entitled to as an employee of the Company); and

- (c) all other statutory employment benefits and entitlements which the Executive is eligible for under the applicable laws of Singapore.

4. HOLIDAYS AND LEAVE

4.1 During the Term, subject to the applicable laws, the Executive shall be entitled to:

- (a) all gazetted public holidays observed in Singapore;
- (b) 23 days of annual leave for each calendar year;
- (c) a maximum of 60 days medical leave per calendar year with hospitalisation or 14 days without hospitalisation (subject to the Executive submitting a valid medical certificate issued by a medical practitioner (as defined in the Employment Act 1968 of Singapore ("**Employment Act**"))). The Executive must notify the Company as soon as practicable if the Executive is unable to report to work for medical reasons. The Executive shall not be entitled to encash any unutilised medical leave;
- (d) all other leave entitlement which the Executive is eligible, including three (3) days of compassionate leave in the event of the demise of an immediate family member (being the Executive's parents, spouse or siblings); and
- (e) all other statutory leave entitlement which the Executive is eligible for under the applicable laws of Singapore, including maternity leave and childcare leave.

4.2 For the avoidance of doubt, the Executive shall comply with the internal procedures of the Company in relation to annual leave, medical leave and other statutory leave entitlements.

4.3 Accrued but unutilised annual leave each calendar year may be carried forward to the next calendar year and such carried forward annual leave will be forfeited if it is not utilised within that calendar year. If the Executive is dismissed by the Company on any ground other than misconduct, the Executive shall be paid at her gross rate of pay for every day of accrued but unutilised annual leave earned for the current calendar year only and excludes all unutilised carried forward annual leave. For the avoidance of doubt, subject to the applicable laws, if the Executive terminates her employment hereunder or the Company dismisses the Executive on grounds of misconduct, the Company shall not be obliged to encash any accrued but unutilised annual leave.

4.4 In the event that the Company requires the Executive to work on a public holiday, the Company shall pay the Executive additional compensation in accordance with the applicable laws, provided that the Executive agrees to any substitute day off in the event that the Company prefers to grant such substitute day off in lieu of additional compensation in accordance with the applicable laws.

5. CONFIDENTIALITY

5.1 The Executive shall not directly or indirectly reveal to any person any Trade Secrets, secret or confidential operations, processes or dealings or Confidential Information of the Company and/or its affiliates which may come to her knowledge in connection her employment with the Company (including any such information obtained prior to the date of this Agreement) and shall keep with complete secrecy all Confidential Information she is aware of, save for any disclosure:

- (a) of any information which is or becomes public knowledge other than through the fault of the Executive (including the Executive's breach of this Agreement);

- (b) which is required for the performance of the Executive's duties and obligations pursuant to and in accordance with this Agreement;
 - (c) which is authorised by the Company;
 - (d) required under any applicable laws;
 - (e) required by any court of competent jurisdiction, any government authority or any binding judgment, order or requirement of any other government authority; or
 - (f) to the Executive's advisors on a strict need to know basis for the purposes of her performance of this Agreement.
- 5.2 The Executive shall not use or attempt to use any Confidential Information in any manner which may injure or cause loss either directly or indirectly to the Company or its business.
- 5.3 The Executive shall not, during the continuance of this Agreement or after the termination of this Agreement, use or permit to be used any Confidential Information or any notes or memoranda relating to any matter within the scope of the business of the Company and/or its affiliates or concerning any Confidential Information ("**Notes**") other than for the benefit of the Company and/or its affiliates. The Executive acknowledges and agrees that all Confidential Information and Notes shall be the property of the Company and/or its affiliates respectively.
- 5.4 The restrictions under this Clause 5 shall continue to apply for a period of six (6) months notwithstanding the termination of this Agreement (save that in respect of Trade Secrets, the restrictions under this Clause 5 shall continue to apply without any limitation in time), but shall cease to apply to information or knowledge which may come into the public domain without any breach by the Executive of ~~his~~her obligations herein.
- 5.5 For the purposes of this Agreement:
- (a) "**Confidential Information**" shall refer to any information (in any form, substance or medium) which is marked as confidential or is by its nature intended to be confidential and includes, without limitation, any and all Trade Secrets, source code, marketing and sales data, plans and strategies, financial projections, client lists, prospective client lists, promotional ideas, data concerning the Company's and/or its affiliate's business, services, designs, methods, inventions, improvements, discoveries, designs whether or not patentable, "know-how", training and sales techniques, and any other information of a similar nature disclosed to the Executive or otherwise made known to the Executive as a consequence of or through this Agreement (whether directly or indirectly in writing, orally or by drawings or observations or any other means); and
 - (b) "**Trade Secrets**" ~~means~~ means the trade secrets of the Company and/or its affiliates and include without limitation, any financial, personnel, sales, scientific, technical and other information regarding recipes, lesson courses, formulas, patterns, compilations, programs, devices, methods, techniques, operations, plans and processes that are owned by the Company and/or its affiliates, actually or potentially used in the operation of the business of the Company, or obtained from third parties under an agreement of confidentiality.

6. TERMINATION

6.1 Termination by the Company

- 6.1.1 The Company may terminate the Executive's employment under this Agreement and all of the Company's obligations hereunder (except as provided below), either:

- (a) for Cause (as defined below) after due inquiry (where required under the applicable laws); or

(b) pursuant to the Executive's Total Disability.

Such termination shall be effected by notice thereof delivered by the Company to the Executive ("**Company Termination Notice**").

6.1.2 In the case of termination with Cause, the termination shall be effective as of the date of the Company Termination Notice.

For this purpose, "**Cause**" means any of the following events:

- (a) if the Executive commits, or is convicted of, any criminal offence and sentenced to any term of immediate or suspended imprisonment (save for any offence under road traffic legislation for which she is not sentenced to any term of immediate or suspended imprisonment, or any other offence) ~~which, in the reasonable opinion of the Company, does not affect the performance of her duties hereunder~~;
- (b) if the Executive commits any act of dishonesty, fraud, misappropriation or embezzlement with regard to the Company and/or its affiliates;
- (c) if the Executive commits any act which constitutes a gross negligence, gross default or wilful misconduct by the Executive in connection with or affecting or possibly affecting the business, which if capable of being remedied is not remedied to the reasonable satisfaction of the Company within thirty (30) days of written notice given by the board of directors of the Company ("**Board**"), or which brings the Executive, the Company and/or its affiliates into disrepute or be prejudicial to the Company's and/or its affiliates' interests;
- (d) if the Executive refuses or wilfully fails to attempt to follow any directions of the Board reasonably issued in relation to the performance of the duties set out in Clause 3 provided that the Executive's refusal or failure to comply with any directions of the Board shall not constitute Cause if such direction is illegal;
- (e) if the Executive commits any serious or repeated breach or non-observance of any of the obligations and/or stipulations contained in this Agreement, which if capable of being remedied is not remedied to the reasonable satisfaction of the Company within thirty (30) days of written notice given by the Board;
- ~~(f) be disqualified from being a director of the Company, or be convicted of any criminal offence which affects his position as a director of the Company;~~
- ~~(g)~~ if the Executive becomes bankrupt or makes any arrangement or composition with her creditors;
- ~~(h)~~ if the Executive is absent from work for more than two (2) successive working days without prior leave, or without reasonable excuse, or without informing or attempting to inform the Board of the excuse of such absence, except for reasons where the Executive could not reasonably inform the Board of the excuse of such absence; and/or
- ~~(i)~~ if the Executive becomes of unsound mind as certified by a medical practitioner (as defined in the Employment Act) or medical officer (as defined in the Employment Act);

6.1.3 For the avoidance of doubt, in the event that the Company determines, after due inquiry (if required under the applicable laws), not to terminate the Executive, the Company may take such disciplinary action as the Company deems appropriate in its sole and absolute discretion, including but not limited to (a) downgrading the Executive, (b) suspending the Executive from her duties, and/or (c) issuing a warning letter to the Executive.

- 6.1.4 In the case of Total Disability, a Company Termination Notice may be given by the Company at any time after the end of the 90-day period while the Executive remains in Total Disability, and the termination shall be effective as of the termination date stated therein, which shall be any date on or after the date of the notice.

For this purpose, “**Total Disability**” shall mean any physical or mental ailment or incapacity which prevents the Executive from performing her duties hereunder and which has continued for a total period of 90 days in any consecutive 12-month period and which can reasonably be expected to be of permanent duration, as determined by a medical practitioner (as defined in the Employment Act) or medical officer (as defined in the Employment Act) selected by the Company.

6.2 Termination Without Cause

- 6.2.1 Subject to Clause 6.3, either Party may at any time terminate this Agreement Without Cause by giving two (2) months’ prior written notice of termination to the other Party, or in lieu of notice, by the payment to the other Party of a sum equivalent to two (2) months’ of the Salary and the termination shall be effective upon expiry of the notice period of two (2) months or upon such payment in lieu of notice.

For this purpose, “**Without Cause**” means the termination of the Executive’s service hereunder with or without reason (other than Cause or Total Disability).

- 6.2.2 Upon either Party giving notice to terminate this Agreement, during such notice period, the Company:

- (a) shall be under no obligation to vest in the Executive or assign to the Executive any powers or duties or to provide work to the Executive;
- (b) may prohibit contact of any kind between the Executive and any primary contact persons who are involved in the business of the Company as notified by the Company to the Executive in writing;
- (c) may restrict the Executive’s access to the Company’s and its affiliates’ information technological systems (including access to the Executive’s office e-mail, the Company’s and its affiliates’ database etc.) and/or any other property of the Company and its affiliates (including access to any computers, tablets or other devices of the Company and its affiliates which had been assigned to the Executive);
- (d) may require the Executive not to attend work for all or any part of the period of notice and may exclude the Executive from any premises of the Company; and
- (e) may require the Executive to work from home and/or to carry out exceptional duties or special projects outside the normal scope of her duties and responsibilities.

6.3 Automatic Termination

Notwithstanding anything herein, this Agreement shall automatically terminate:

- (a) upon the death of the Executive; and/or
- (b) upon the mutual agreement in writing by the Parties to terminate this Agreement.

6.4 Effect of Termination

- 6.4.1 Upon the termination of this Agreement for whatever reason, the Executive shall:

- (a) (if applicable) resign from all appointments, employment and/or offices which she holds in the Company, and if she should fail to do so within seven (7) days or in the

event of her passing, the Company is hereby irrevocably and unconditionally authorised to appoint a person in the Executive's name and on her behalf to sign any documents or do any things necessary or requisite to give effect to these resignations;

- (b) deliver up to the Company, or at the request of the Company, destroy, all Confidential Information and Notes (including all correspondences, drawings, documents and other papers and all other property belonging to the Company and/or its affiliates), which may be in the Executive's possession or under her control and the Executive shall not without the written consent of the Company retain any copies thereof;
- (c) deliver to the Company in proper order and condition all IT equipment (including laptops, external drives (without destroying any data)), books, documents, papers, materials and any other property or assets relating to the business or affairs of the Company and/or its affiliates (unless destroyed pursuant to sub-paragraph (b)) which may then be in the Executive's possession or under her control, and the Executive shall not retain or keep possession of any of the foregoing items;
- (d) if so requested, send to a duly appointed officer of the Board a signed statement confirming that she has complied with sub-paragraph (b) and (c); and
- (e) be entitled to be paid Salary accrued to the date of termination.

In the event of the death of the Executive, the Executive's estate shall use best efforts to comply with Clause 6.4.1(b), (c) and (d).

6.4.2 The termination of this Agreement howsoever arising shall:

- (a) not affect any provisions hereof as are expressed to operate or have effect after such termination; and
- (b) be without prejudice to any right of action already accrued to either Party in respect of any antecedent breach of this Agreement by the other Party.

6.4.3 The Executive shall ensure that there is a proper handover of her duties hereunder to employees or other persons nominated by the Company whenever required by the Company and in any event, prior to the termination of this Agreement (save in the event of the death of the Executive).

7. CONFLICT OF INTEREST

7.1 Without prejudice to any other provision in this Agreement, the Executive shall not, except with the prior written consent of the Company, during the Term, directly or indirectly provide any services or become interested in any business whose activities may be competitive with those of the Company and/or its affiliates.

7.2 The Executive shall not, during the Term, engage or interact whether for reward or gratuitously in any activities with any other person or company or to acquire any interest in any other undertaking in the same or similar business as the business operation of the Company and/or its affiliates (save for any interest of no more than five per cent (5.0%) in any corporation listed on a recognised stock exchange), unless written consent is obtained from the Company. The Executive shall promptly disclose to the Company the Executive's shareholdings and interests (whether direct or indirect) in any of the Company's clients, and any transactions made in relation thereto.

7.3 Failure of the Executive to observe the obligations under this Clause 7 may result in termination for Cause.

8. UNDERTAKINGS

- 8.1 The Executive shall not, at any time after termination of this Agreement for whatever reason, represent herself as being in any way connected with the business of the Company and/or its affiliates, except in her capacity as ~~a former director and~~an employee of the Company.
- 8.2 The Executive shall not, at any time during his/her employment with the Company hereunder and at any time thereafter, directly or indirectly use any trade mark or other intellectual property used by any of the Company and/or its affiliates in connection with any other business other than the business of the Company, without the prior written consent of the Company.
- 8.3 The Executive shall not at any time during the Term and for a period of three (3) months from the Cessation Date (as defined below), in any communications with any employee, customer, supplier, distributor or agent of the Company and/or its affiliates, criticise, ridicule or make any statement which disparages or is derogatory of the Company and/or its affiliates or any of their respective directors, shareholders, principals, consultants, agents, partners or employees.
- 8.4 The Executive undertakes to the Company that during the Term she shall take all reasonable steps to offer (or cause to be offered) to the Company any Business Opportunities as soon as practicable after the same shall have come to her knowledge and in any event before the same shall have been offered, whether directly or indirectly by the Executive and/or her affiliates to any other person, provided always that the Executive shall not receive or obtain, directly or indirectly any commission therefrom.

For the purposes of this Clause, “**Business Opportunities**” shall mean any opportunities which the Executive becomes aware of during the Term which relate to the business or which the Board reasonably considers might be of benefit to the Company.

- 8.5 The Executive shall not (and shall procure that none of her affiliates):
- (a) during the Term and for a period of six (6) months from the date of the termination of this Agreement (“**Cessation Date**”), except with the Company's prior written consent:
 - (i) either on her own account, together with or for any other person, directly or indirectly solicit, interfere with, or persuade any person who is or was a customer, supplier, distributor, subcontractor and/or agent of the Company within the period of six (6) months prior to the Cessation Date to cease doing business with the Company or reduce the amount of business which the customer, supplier, distributor, subcontractor and/or agent of the Company would normally do with the Company;
 - (ii) either on her own account, together with or for any other person, directly or indirectly solicit the services of any person who (1) is an employee or officer of the Company as at the Cessation Date or was an employee or officer of the Company during the period of six (6) months prior to the Cessation Date, (2) is in a managerial or executive position, and (3) has/had access to or knowledge of any Trade Secrets or Confidential Information, whether or not such person would commit a breach of her contract of employment; and
 - (b) during the Term and for a period of three (3) months from the Cessation Date, except with the Company's prior written consent, either alone or jointly with any person, directly or indirectly control, provide management services (whether as an employee, consultant or otherwise), act as a sales representative or facilitate negotiations or discussions with any business, partnership, corporation, association or other entity in Singapore that is competing with the business carried on by the Company and/or its affiliates as at the Cessation Date.

~~[To Alan 190126: On the basis that your concerns are in relation to the restriction imposed on the key employees joining competitors after their cessation of employment, our client was agreeable to reduce the non-compete period from six (6) to three (3) months. However, we are unable to accept the reduction of the non-solicitation period from six (6) to three (3) months.]~~

8.6 The Executive represents and warrants to the Company that:

- (a) she has power to execute, deliver and perform her obligations hereunder;
- (b) this Agreement constitutes her valid and legally binding obligations enforceable in accordance with its terms;
- (c) the execution, delivery and performance by the Executive of this Agreement will not (i) contravene any applicable law to which the Executive is subject or (ii) result in any breach of or default under any agreement or other instrument to which the Executive is a party or is subject; and
- (d) the Executive is not an undischarged bankrupt or insolvent and has not committed any act of bankruptcy and no step has been taken for any bankruptcy proceedings against the Executive or to appoint any official receiver or assignee in respect of the Executive or her assets or properties.

9. GENERAL PROVISIONS

9.1 Assignment

9.1.1 No Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or otherwise dispose in any manner whatsoever of the benefit of this Agreement without the prior written consent of the other Party.

9.1.2 This Agreement shall be binding on and shall enure for the benefit of the successors, permitted assigns and personal representatives (as the case may be) of each Party.

9.2 No Third Party Rights

Save as expressly provided herein, no person who is not a Party to this Agreement shall have the right to enforce any terms and/or conditions of this Agreement under the Contracts (Rights of Third Parties) Act 2001 of Singapore or otherwise.

9.3 Variations

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each Party. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected.

9.4 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one (1) and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.

9.5 Entire Agreement

The written terms and conditions of this Agreement (including documents entered into pursuant to this Agreement), constitute the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersede any previous written or oral agreement between the Parties in relation to matters contained in this Agreement. Nothing in this Clause shall however operate to limit or exclude liability for fraud, wilful misconduct or wilful concealment by any Party. ~~[To Alan 190126: We have removed references to the SPA, as the key employees should not be subject to the terms of the SPA.]~~

9.6 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

9.7 Dispute Resolution

Each Party irrevocably agrees that the Singapore courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

9.8 Personal Data

9.8.1 The Executive hereby agrees that the Company (as her employer) may collect, store, process, disclose, access, review and/or use personal data in respect of the Executive, whether obtained from the Executive or from other sources, for the purposes of evaluating the Executive's work performance, investigating any whistle blowing, managing and/or terminating the Executive's employment with the Company and/or any of the following purposes:

- (a) administering and maintaining personnel records;
- (b) paying and reviewing Salary and other remuneration or benefits;
- (c) providing and administering benefits;
- (d) undertaking performance appraisals and reviews;
- (e) maintaining records for sickness, holidays and other absence, and maintaining medical records (including information on the Executive's physical, mental and health condition);
- (f) providing references and information to future employers and if necessary, governmental and quasi-governmental bodies, including, the Inland Revenue Authority of Singapore and the CPF Board;
- (g) disciplinary and grievance matters;

9.8.2 The Executive is entitled to have access to the personal information relating to the Executive in the Company's possession by making a written application to the Company's data protection officer from time to time in accordance with the applicable laws.


ANNEX
Duties of Executive

The Executive shall:

- Assist the managing director to develop new business and provide strategic counsel to existing listed companies clients in the execution of agreed IR/MR strategies
- Ensure regulatory compliance, reputation management, and high-quality delivery of services across all client engagements;
- Act as a senior advisor and trusted counsellor to clients;
- Maintain long term client relationships and retention;
- Protect the firm and clients; and
- Ensure compliance with:
 - Securities regulations and disclosure requirements; and
 - Exchange rules and corporate governance standards.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first abovementioned.

THE COMPANY

SIGNED by  Alan Lee Ah Sim
for and on behalf of
AUGUST CONSULTING PTE. LTD.
In the presence of:

)
)
) _____
) Signature of  Alan Lee Ah Sim
) Designation: Director

Witness
Name:
NRIC/Passport No:

THE EXECUTIVE

SIGNED by **SILVIA HENG WENG POH**

In the presence of:

)

)

)

)

Signature of **Silvia Heng Weng Poh**

Witness

Name:

NRIC/Passport No:

Summary report: Litera Compare for Word 11.5.0.74 Document comparison done on 20/1/2026 3:51:45 pm	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Staff Employment Agreement (BFL 190126) (cmu) (sent to Alan).docx	
Modified filename: Staff Employment Agreement (Silvia Heng) (BFL 200126) (exe).docx	
Changes:	
Add	23
Delete	26
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	49