



Acronis Asia Research and Development Pte Ltd  
8 Temasek Boulevard  
#30-01/02, Suntec Tower 3  
Singapore 038988  
Tel: +65 6222 0700  
Co. Reg. No.: 201512603M  
www.acronis.asia

**Confidential**

**Mr. Ong Ming Hao**

**Archipelago, 513 Bedok Reservoir Road, #01-47, S479273**

## **ACRONIS ASIA RESEARCH AND DEVELOPMENT PTE LTD EMPLOYMENT AGREEMENT**

This Employment Agreement ("**Agreement**") is made and entered into by and between Acronis Asia Research and Development Pte Ltd whose registered office is at 8 Temasek Boulevard #30-01/02 Suntec Tower 3 Singapore 038988 ("**Acronis**" and/or the "**Company**"), and Mr. Ong Ming Hao (hereinafter individually referred to as "**Party**" and jointly referred to as "**Parties**").

WHEREAS, Acronis is engaged in the business of, among other things, developing, marketing, and providing software and related services; and

WHEREAS, Acronis, in reliance on Employee's representations, is willing to engage Employee on the terms and conditions, set forth herein;

NOW, THEREFORE, in consideration of the obligations herein made and undertaken, the Parties intending to be legally bound, covenant and agree as follows:

### **1. Interpretation**

- 1.1. **General References.** All references in this Agreement to the singular will include the plural where applicable, and all references to gender will include all genders.
- 1.2. **Law References.** Any reference to a statutory provision will be deemed to include a reference to any statutory modification or re-enactment of it.
- 1.3. **Headings.** Clause headings do not form part of this Agreement and will not be taken into account in its construction or interpretation.

### **2. Job Descriptions**

- 2.1. **Main Duties.** Employee's duties include but are not limited to the following:

Business Title: Frontend Developer

- (i) You will work within a growing research and development team to improve existing and build brand new Acronis products.
  - (ii) You will play an important role in development of innovative data protection and security solutions, focusing on UI part of the product. You will create clean, simple and easy to use interfaces that users love.
  - (iii) You will also conduct lot of research and solve a wide variety of problems that have been never solved before. Ideally, you are a detail-oriented, self-motivated and enjoy dealing with challenging problems.
- 2.2. **Attention.** Employee will devote the whole of his time, attention, and skill to the faithful and diligent performance of such duties as Acronis may from time to time direct.

- 2.3. **Compliance.** Employee will comply with all rules, regulations, procedures, and instructions of Acronis. Acronis reserves the right to amend, withdraw or issue all such rules, regulations, procedures, and instructions without notice.
- 2.4. **Hours.** Employee will conform to such hours of work as may from time to time reasonably be required of him and any additional remuneration outside his normal hours will be whenever Acronis deems fit.
- 2.5. **Additional Regulations.** Employee will personally and diligently perform, on a full-time and exclusive basis, such services as Acronis may reasonably require. Employee will at all times abide by the rules and regulations established by Acronis and shall, in particular, at all times (A) observe and comply with the Acronis Code of Conduct, and (B) will sign and comply with the terms of the Confidentiality, Intellectual Property and Non-Competition Agreement.
- 2.6. **Sole Employment.** During the course of his employment by Acronis, Employee agrees that Employee will not engage in any other employment (whether full-time or part-time) without prior written consent by Acronis. By signing this Agreement, the Employee confirm to Acronis that the Employee has no contractual commitments or other legal obligations that would prohibit Employee from performing Employee's duties to Acronis.
- 2.7. **Place of Work.** Employee is required to work in Acronis's offices in Singapore or any other authorized workplace, determined by Acronis in Acronis's sole discretion. Employee may be required to work in such other country or countries as designated by Acronis, and it is a condition of Employee's employment that Employee complies with any such requirement.

### 3. Term

- 3.1. **Start Date.** Employee's employment with Acronis commences on 14 June 2021 or the date of issuance of Employee's Work Pass, whichever is later ("**Commencement Date**") and will continue unless it is terminated by either Party.
- 3.2. **Previous Employment.** No previous employment counts as part of Employee's period of continuous employment with Acronis. Notwithstanding the forgoing, previous employment with Acronis affiliate may count as part of Employee's period of continuous employment with Acronis, determined by Acronis in Acronis's sole discretion.
- 3.3. **Work Authorization.** Employee's employment with Acronis is subject to and conditional upon Acronis being satisfied that Employee's nationality status is Singapore citizen or Singapore permanent resident. Alternatively, if Employee is a foreigner, then Employee's employment is subject to and conditional upon Employee obtaining a valid Singapore work pass ("**Work Pass**") applied and obtained through Acronis. Employee's employment will be terminated immediately in the event that Employee ceases to be a Singapore citizen or Singapore permanent resident or Employee's Work Pass is terminated or revoked for any reason whatsoever.
- 3.4. **Inspection.** Acronis is entitled to inspect Employee's Singapore NRIC or Work Pass (as the case may be) and keep a copy thereof as proof of Employee's nationality or immigration status at Acronis's discretion, or for justified reasons.
- 3.5. **Work Pass.** It is Employee's responsibility to keep Employee's Work Pass (if applicable to the Employee) in Employee's possession at all times, and Employee will not, under any circumstances, loan or transfer Employee's Work Pass to any other person. In the event Employee requires a new Work Pass for any reason, Employee will be liable for the cost of its replacement.
- 3.6. **Non-Citizen.** If Employee is not a Singapore citizen or a Singapore permanent resident and subsequently obtains Singapore citizenship or Singapore permanent resident status, Employee will be required to declare his new status to Acronis within the same calendar month of obtaining such new status or within five (5) days thereof, whichever is later.
- 3.7. **Other Employment.** If Employee is a holder of a Work Pass, it is illegal, under the provisions of the Employment of Foreign Manpower Act (Cap. 91), for Employee to engage in other employment(s) during the course of Employee's employment with Acronis. This restriction applies to Employee's leave days and gazetted public holidays whether Employee is employed full-time, part-time, or under any other forms of contractual work.

### 4. Probationary Period

- 4.1. **Probation.** Employee will serve a probation period of ninety (90) days ("**Probation Period**"). Upon the satisfactory completion of the Probation Period, the Employee will be given a written notice of the confirmation of Employee's appointment with Acronis.

- 4.2. **Probation Results.** If Employee's performance is found to be unsatisfactory after the end of the Probation Period, Employee's employment will be terminated without notice or payment in lieu of notice. The Probation Period may however be extended for a further period of up to a maximum of ninety (90) days at the discretion of Acronis, should it be deemed necessary to further assess Employee's suitability for continuation of employment.
- 4.3. **Simplified Termination.** During the Probation Period, both Employee and Acronis may give fourteen (14) days' written notice of termination of employment (without having to furnish any reason whatsoever).
- 4.4. **After Probation.** After the Probation Period, both Employee and Acronis may give thirty (30) days' written notice of termination of employment (without having to furnish any reason whatsoever).

## 5. Termination

- 5.1. **Grounds for Termination.** Acronis is entitled to terminate the employment of the Employee immediately without notice or payment in lieu of notice if Employee:

- 5.1.1. commits any breach or any repeated or continued breach of his obligations hereunder; or
- 5.1.2. commits any misconduct or is in default of, or is negligent in the discharge of, Employee's duties hereunder or in connection with or affecting the business of Acronis or any company in the Group (where "**Group**" means Acronis's parent company, subsidiaries and associated companies); or
- 5.1.3. is served with any bankruptcy notice or becomes bankrupt or if Employee applies for a receiving order or has a receiving order made against Employee or enters into any arrangement or composition with creditors generally; or
- 5.1.4. becomes a mentally disordered person or a patient within the meaning of the Mental Capacity Act (Cap. 177A); or
- 5.1.5. is charged or convicted of any criminal offence (other than an offence which, in the sole and absolute opinion of Acronis, does not affect Employee's position or negatively reflect upon Employee's character or integrity); or
- 5.1.6. in the sole and absolute opinion of Acronis, engages in any conduct tending to bring Employee or Acronis or any company in the Group into disrepute or that is prejudicial to the interests of Acronis or any company in the Group; or
- 5.1.7. fails to perform Employee's duties to a satisfactory standard after having received a written warning from Acronis relating to the same.

- 5.2. **Anti-Corruption.** Throughout the term of this Agreement, Employee will comply with the Singapore Prevention of Corruption Act [Cap 241] as amended from time to time and any other applicable anti-bribery or anti-corruption laws. Acronis will be entitled to terminate this Agreement if Employee has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for conferring on Employee or Acronis or any Group company any business advantage or other thing of value, or if Employee or any person acting on Employee's behalf has committed an offence under the Prevention of Corruption Act.

- 5.3. **Delays.** Any delay by Acronis in exercising such right of termination will not constitute a waiver of that right.

- 5.4. **Termination for Convenience.** Without prejudice to the foregoing, Employee's employment may be terminated by either Party giving not less than thirty (30) days prior written notice of termination to the other Party (without cause and without having to furnish any reason whatsoever) at any time.

## 6. Salaries

- 6.1. **Remuneration.** During the term of this Agreement, Employee will receive an annual base salary of SGD 100,200 (Singapore Dollars One Hundred Thousand Two Hundred Only). The Employee's monthly basic salary at the commencement of his employment will be SGD 8,350 (Singapore Dollars Eight Thousand Three Hundred Fifty Only). The Employee will be notified in writing of any change to his salary. The Company shall be entitled to withhold the whole sum of the monthly salary payable to the Employee in respect of any outstanding loans to the company or as required by law.

- 6.2. **Bonus.** Acronis may, in its discretion pay Employee a bonus or commission of SGD 8,350 (Singapore Dollars Eight Thousand Three Hundred Fifty Only) in accordance with any bonus or commission plan provided by Acronis to the Employee ("**Variable Salary**"). In order to receive the commission or bonus, it is a condition that this Agreement must be in force at the time the bonus or commission is due and/or payable.
- 6.3. **Central Provident Fund.** Where applicable, Acronis will additionally pay the employer's contributions to the Central Provident Fund Board in accordance with applicable Singapore laws and regulations.
- 6.4. **Deductions.** Where applicable, Acronis will be entitled to deduct or withhold such sums from Employee's Basic Salary, or Variable Salary, or both and pay such employer's contributions to the Central Provident Fund Board, as well as such amounts to the Inland Revenue Authority of Singapore and/or such other relevant authorities in accordance with applicable Singapore laws and regulations.
- 6.5. **Taxes.** Employee will be responsible for all taxes which may be payable in respect of any remuneration due to Employee hereunder, and Employee agrees to indemnify Acronis against any claims for tax in respect of any such remuneration. If Employee is a foreigner, and if Employee leaves Singapore at the end of his employment with Acronis, Acronis will, in accordance with the Income Tax Act (Cap. 134), withhold Employee's final salary payment for the last month until clearance for the release of Employee's salary has been given by the Inland Revenue Authority of Singapore.
- 6.6. **Annual Review.** Employee's performance will be reviewed on an annual basis, and Acronis may make such adjustments to Employee's Basic Salary and Variable Salary at its sole and absolute discretion.
- 6.7. **Bonuses Discretionary.** Notwithstanding any other clause in this Agreement, any payment of bonuses or wage supplements will be subject to the sole and absolute discretion of Acronis.

## **7. Holidays and Leave**

- 7.1. **Additional Definitions.** For the purposes of this clause, the following words will have the following meanings:
- 7.1.1. "**Sick Leave**" means paid sick leave, as may be certified by endorsed medical practitioner or medical officer who are registered with the Medical Council of Singapore, but does not include Hospitalisation Leave;
- 7.1.2. "**Hospitalisation Leave**" means paid sick leave, as may be certified by the medical practitioner or medical officer in the event that Employee is hospitalised, requires bed rest or is under a quarantine order; and
- 7.1.3. "**Medical Leave**" means both Sick Leave and Hospitalisation Leave.
- 7.1.4. "**Employment Act**" means the Employment Act [Cap 91] together with any regulations or directives issued thereunder by or through the Ministry of Manpower.
- 7.2. **Paid Leave.** Employee will perform the duties in accordance with Acronis rules and regulations. Provided always that the provisions of the Employment Act are observed, in addition to the gazetted public holidays, and upon confirmation, Employee will be entitled to twenty (20) Working Days (where "**Working Day**" means any day which is not a Saturday, a Sunday or a gazetted public holiday in Singapore) paid leave and seven (7) working days unpaid leave in each calendar year. Notwithstanding this provision, Employee shall, when taking paid or unpaid annual leave, obtain prior approval from Acronis by paying due consideration to the work plans and adequately informing the personnel concerned. The above permitted paid and unpaid annual leave days will be pro-rated for the number of completed months of service in a given year.
- 7.3. **Maximums.** Employee may only utilize the maximum number of days of paid annual leave accrued based on completed months of service at the time such leave is taken, unless otherwise approved in writing by Acronis. Employee is encouraged to use up all annual leave entitlement within the same year. Should Employee fail to take leave within the same year; only five (5) days will be allowed to be carried forward to the next year with expiry at the end of March. All remaining unused leave will be forfeited/disregarded at the end of the calendar year and will not be carried forward to the next year.
- 7.4. **Notice Requirements.** If Employee intends to take seven (7) or more consecutive days of paid annual leave, approval of Acronis should be sought at least four (4) weeks in advance. Employee must give at least one (1) Working Day's notice of less than seven (7) days leave with the consent of Acronis.

- 7.5. **Failure to Notify.** If Employee gives less than one (1) Working Day's notice, such leave will be considered as unpaid leave in Acronis's sole discretion. If Employee gives no advance notice, Employee will be considered to be absent from work without permission in Acronis's sole discretion.
- 7.6. **Holidays.** Employee is entitled to all public holidays applicable to Singapore in addition to the leave entitlement and will be paid for each public holiday. Acronis reserves the right to require Employee to work on a public holiday. Unless required otherwise by the Employment Act, Employee's sole remuneration for Acronis requiring the Employee to work on a public holiday is an extra holiday ("substitute holiday"), equal to the period worked. If Acronis terminates Employee's employment before Employee uses their substitute holiday(s), then Acronis will compensate Employee for all unused substitute holidays at the time of separation.
- 7.7. **Proof of Injury.** If Employee is absent from work due to sickness or injury for more than one (1) Working Day, Employee must provide Acronis with a medical certificate for such absence without demand from Acronis. Employee must notify Employee's manager of any sick leave taken immediately. If notice is not given, such leave may be considered as unpaid annual leave in Acronis's sole discretion, and Acronis will be entitled to deduct such amount(s) from Employee's Basic Salary for each day of absence.
- 7.8. **Additional Requirements.** Acronis may, at any time while Employee is absent from work because of sickness or injury, require Employee to:
- 7.8.1. undergo a medical examination (at Acronis's expense) with a medical practitioner nominated by Acronis; and
  - 7.8.2. give written permission to Acronis to have access to any medical or health report in its complete form on Employee's physical or mental condition, prepared by the medical practitioner nominated by Acronis.
- 7.9. **Limitations of Probation.** Employee will not be entitled to paid Medical Leave during the Probation Period unless otherwise approved in writing by Acronis. In Acronis's sole discretion, such leave taken during the Probation Period may be considered as unpaid leave or Medical Leave in Acronis's sole discretion. If such leave is considered as unpaid leave, Acronis will be entitled to deduct such amount(s) from Employee's Basic Salary for each day of absence. If such leave is considered as Medical Leave, and Employee leaves the company before Employee is entitled to such Medical Leave, Acronis will be entitled to deduct such amount(s) from the Employee's final salary.
- 7.10. **Sick Leave.** Subject to the Employment Act and Article 7.9 above, Employee is entitled to fourteen (14) days' Sick Leave per calendar year (continuous or interrupted) in aggregate or such pro-rated number of days if employment with Acronis does not commence on 1 January.
- 7.11. **Hospitalization Leave.** Subject to the Employment Act and Article 7.9 above, Employee is entitled up to sixty (60) days' of Hospitalization Leave and fourteen (14) days' of Sick Leave per calendar year (continuous or interrupted) in aggregate or pro-rated if employment with Acronis does not commence on 1 January. The sixty (60) days' of Hospitalization Leave includes the fourteen (14) days' of Sick Leave.
- 7.12. **Childcare.** Where applicable, Employee will be entitled to paid maternity leave, childcare leave, paternity and shared parental leave, as prescribed by applicable Singapore laws and regulations. Notwithstanding any clause in this Agreement, any compulsory benefit conferred or to be conferred to Employee (who is eligible) by the Child Development Co-Savings Act [Cap. 38A], Industrial Relations Act [Cap. 136], the Workplace Safety and Health Act (Cap. 354A), the Work Injury Compensation Act (Cap. 354) will be deemed to be incorporated into this Agreement by operation of law where applicable.

## 8. Expenses

- 8.1. **Reasonable Expenses.** Acronis will pay Employee for Employee's actual and reasonable out-of-pocket expenses, which are reasonable and necessary for Employee to incur in furtherance of Employee's performance hereunder, provided that such expenses are in compliance with Acronis's Travel Policy. Employee agrees to provide Acronis with access to such original receipts and other records as may be reasonably appropriate for Acronis or its accountants to verify the amount and nature of any such expenses.

## 9. Other Benefits

- 9.1. **Benefits.** Employee will also be eligible to receive such benefits as Acronis from time to time offers to similarly situated employees, subject to applicable vesting periods and eligibility requirements.

## **10. Confidentiality and Non-Competition**

10.1. **Acknowledgement.** Employee agrees to (A) acknowledge the Acronis Code of Conduct, and faithfully comply with such Code of Conduct during the course of the Employee's employment with Acronis, and (B) execute and comply with the Confidentiality, Intellectual Property and Non-Competition Agreement.

## **11. Non-Solicitation**

11.1. **No Solicitation.** During Employee's employment with Acronis and for a period of twelve (12) months immediately following the termination of employment with Acronis (regardless if Employee resigns or is terminated by Acronis), Employee agrees not to directly or indirectly (i) hire or establish an independent contractor relationship with any person who, during the twelve (12) months prior to such hiring, was employed by or provided services to Acronis; (ii) influence any person who is then employed by or is providing services to Acronis to terminate his or her employment or association with Acronis; or (iii) encourage any customer or potential customer of Acronis to modify or terminate its relationship with Acronis.

## **12. Governing Law**

12.1. **Initial Resolution.** If Employee has a grievance or complaint, Employee must refer the matter within one (1) week of its arising to the attention of his immediate manager, or if the complaint is against his immediate manager, to the manager immediately above the immediate manager, who will give his decision thereon within one week from the date the matter was referred to him. If the grievance is not resolved within two (2) weeks, the matter will then be referred to the department manager. If the matter remains unresolved, only then may Employee refer such matter to the Ministry of Manpower for conciliation.

12.2. **Dispute Management.** Any dispute in relation to this Agreement (other than a dispute in relation to re-employment) will be resolved first through the Tripartite Alliance for Dispute Management and/or in accordance with the Industrial Relations Act [Cap. 136].

12.3. **Re-Employment.** Retirement age and re-employment will be in accordance with the Retirement and Re-employment Act. Any dispute in relation to re-employment will be resolved through Part IV of the Retirement and Re-Employment Act [Cap. 274A].

12.4. **Law and Venue.** This Agreement will be governed by, and construed in accordance with, the laws of the Singapore without giving effect to any choice of law principles that would require the application of the laws of a different country or state. All disputes arising hereunder which cannot be settled amicably by the Parties will be submitted to the exclusive jurisdiction of the courts in Singapore. The headings contained in this Agreement are for reference purposes only and will not affect in any way the interpretation of the Agreement.

## **13. Prior Agreements and Miscellaneous**

13.1. **Entire Agreement.** The terms and conditions of this Agreement represent the entire agreement between Acronis and Employee regarding Employee's employment with Acronis and will supersede any previous agreement in relation to the matters dealt with in it. Employee acknowledges and agrees that Employee has not entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in this Agreement. This Agreement may not be varied or amended in any way except in writing and signed by or on behalf of each of the Parties hereto.

13.2. **Survival.** The termination of this Agreement however arising will not operate to affect those terms of this Agreement which, in accordance with their terms, are expressed or implied to operate or have effect after its termination.

13.3. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect. A person who is not a party to this Agreement will have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

13.4. **Notices.** Notices may be given by either Party by letter addressed to the other Party at (in the case of Acronis) its registered office for the time being and (in the case of the Employee) his last known address and any notice given by letter will be deemed to have been given three (3) days after its posting or, if delivered by hand, upon actual delivery. In proving service by post it will be sufficient to prove that the notice was properly addressed and posted.

## **14. Personal Data**

- 14.1. Consent.** Employee consents to Acronis collecting, storing, reviewing, accessing, using, processing and/or disclosing Employee's personal data (including sensitive personal data), whether obtained from Employee or other sources, for administrative, personnel, and management purposes of Acronis and for purposes which are related to and/or connected with Employee's employment with Acronis, which include, but are not limited to:
- 14.1.1. communicating with Employee;
  - 14.1.2. obtaining and providing employee references and for background screening or vetting;
  - 14.1.3. managing or terminating Employee's employment relationship with Acronis (such as using Employee's bank account to pay Employee's salary);
  - 14.1.4. managing employee benefits;
  - 14.1.5. evaluative purposes;
  - 14.1.6. meeting any legal, governmental, or regulatory requirements; and
  - 14.1.7. such other purposes as are permitted by applicable law or with Employee's consent.
- 14.2. Family Consent.** Where Employee has provided the personal data of Employee's family members to Acronis, Employee represents and warrants that Employee have obtained the necessary consents from such family members to enable the collection, use, processing, and disclosure of their personal data by Acronis for the purposes of administering and managing Employee's employment relationship with Acronis.
- 14.3. Disclosure and Transfer.** In order to carry out the purposes described in this clause, Employee agrees that Acronis may disclose or transfer personal data provided by Employee to its related companies, regulatory authorities and government agencies, and third parties, regardless of whether the related companies, regulatory authorities, government agencies or third parties are located within Singapore, provided that Acronis will ensure when disclosing or transferring the personal data to such entity that the disclosure or transfer is only for the purposes described in this clause, and the recipient is bound by legally enforceable obligations to ensure that the personal data is kept confidential and secure.
- 14.4. Internet Monitoring.** Acronis may, from time to time, monitor Employee's use of the Internet and of email communications received, created, stored, sent, or forwarded by Employee on equipment (whether provided by Acronis or on Employee's personal devices) where reasonably necessary to check facts relevant to the business, ensure compliance with Acronis's policies and procedures, and investigate or detect unauthorized use of Acronis's computer or other systems.
- 14.5. Surveillance.** In order to promote the safety of employees and Acronis visitors, as well as the security of its facilities, Acronis may conduct video surveillance of any portion of its premises at any time, subject to legal limitations.
- 14.6. Communications Monitoring.** Acronis reserves the right to search, intercept and review both incoming and outgoing email on electronic devices used by Employee (including but not limited to mobile phones, laptops, tablets and/or wearables), and any information stored on such electronic devices. In addition, Acronis may investigate, copy, and use any information from such device at the direction of a court, government agency or law enforcement agency, or when there is reasonable cause to suspect that there has been a violation of the terms of this Agreement, or statutes or regulations. If requested by Acronis Employee must provide a device for manual inspection and possible copying and use of its content.
- 14.7. Refusal to Comply.** If Employee refuses to comply with Acronis's search request as set out in the preceding clause, such refusal will normally be considered as gross misconduct and will entitle Acronis to take disciplinary action against Employee including termination.
- 14.8. Release.** The execution of this Agreement releases Acronis as well as its staff, agents, employees, and directors from all liability, including liability for negligence, associated with the any searches or surveillance or enforcement undertaken pursuant to or arising out of this Agreement.

In Witness Whereof the Parties hereto have entered into this Agreement in Singapore on the date first written above.

Kindly sign on all pages and return the original copy of this letter as acceptance. Employee should retain a copy for his records.

Acronis Asia Research and Development Pte Ltd

Employee

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Boo Leok Khoo

Name: Ong Ming Hao

Title: Director

Date: \_\_\_\_\_

Date: 7 May 2021