

[31st October 2023]

Mr. Rattapon Oudtagosum
999/17 Moo 21 Tambon Ban Ped,
Maung Khon Kaen, Khon Kaen, 40000

Dear Mr. Rattapon Oudtagosum,

We are pleased to offer you employment as an **Automated QA** which you applied for through Helius Technologies (hereinafter referred to as 'Company'). Your offer of employment will include the following terms below.

Position Title: **Automated QA**

Remuneration: **52,000 Thai Baht (Fifty-Two Thousand Thai Baht Only)**

Employment Type: **1-month Contract**

Starting Date: **[1st December 2023]**

Ending Date: **[31st December 2023]**

Benefits: **Social Security, Group Insurance**

Leave Entitlements: **[1 Day/month]**

Directly following this letter will be your employment contract including your full terms of employment.

Congratulations!

Kind Regards,



Mr. Jerald Low
Director TH, VN & MY
Helius Technologies Co., Ltd

Employment Contract

This Employment Contract (the "Contract"), is made on **[31st October 2023]**, between Helius Technologies Co., Ltd (hereinafter referred to as the "Company"), a Company having its principle place of business in 725, S-METRO Building, Unit 1001, 10th Floor, Sukhumvit Road, Klongton-Nua, Wattana, Bangkok, Thailand, 10110 its successors or assigned hereinafter referred to as the "Company".

And;

Name: **Rattapon Oudtagosum**

Address: **999/17 Moo 21 Tambon Ban Ped, Maung Khon Kaen, Khon Kaen, 40000**

Thai ID/Passport No.: **1 1601 00370 58 3**

DOB: **4th August 1992**

Contact No.: **(+66) 82 983 1458**

Hereinafter referred to as the "**Employee**"

1. Position and Remuneration

- 1.1. The Employee will be assigned to the Company's clients in the position of **[Automated QA]**. You will be assigned to our client **SCB Co., Lt.**
- 1.2. You will be paid a basic salary of **52,000 Thai baht (Fifty-Two Thousand Thai Baht Only)**. Apart from this, the company will withhold for income tax, social security contributions and any other payments authorized by applicable Thai law, prior to paying the net salary to the Employee.
- 1.3. The Employee hereby agrees that the company may pay salary and other monetary benefits, if any, by transfer to the Employee's designated bank account or by any other means as agreed between the Parties.
- 1.4. Salary will be credited to the Employee's bank account by the last working day of every month. The period of pay will be calculated for the entire month.
- 1.5. Employee agrees to submit weekly time sheets which are required to be approved and signed by their line manager and submitted every Friday to the Company.
- 1.6. Should there be any review in salary the Employee will be notified in writing before

any adjustments are made.

- 1.7. The Employee will be entitled to 1 Leave Day/month [**Note, section 1.6 to be adjusted depending on client agreement**] Please note that leaves cannot be carried over to the following year or subject to any cash back.

2. Terms of Contract & Scope

2.1 Scope of work will include the following:

- Collaborate with development teams to improve systems.
- Proactively implement test strategies to prevent future issues.
- Own the process of creating metrics to measure and monitor software performance.
- Provide technical advice and consultation for ongoing projects and critical escalations.
- Ensure transparency with dev team regarding QA workflow / project status.
- Prioritize QA tasks and assignments.
- Reviewing software requirements, preparing test scenarios, test cases and test data.

2.2 Duration of the contract and work site will be as follows:

- 2.2.1 The contract will start as of [**1st December 2023**] and shall be terminated on [**31st December 2023**]. Total duration of the contract being **1 month**.
- 2.2.2 Should this contract be extended, the Company shall give at least 30 days' notice in writing notifying of such extension to the Employee.
- 2.2.3 The working location will be based in the Company's client office located at The Siam Commercial Bank Public Company Limited. 9 Ratchadapisek Road, Chatuchak, Bangkok, 10900

2.3 The Employee will work a 5-day week (From Monday to Friday). The hours of operation shall be from 9:00am – 6:00pm and shall not exceed hours totaling a 40-hour work week. These hours can be subject to changed based on clients working environment.

3. Employee Obligation

3.1 The Employee shall abide by the rules and regulations of the Company and its Client's company stipulated in conformity with the Thai Labor Laws.

3.2 The Employee shall not be engaged in any protest or demonstration for illegal activities.

3.3 The Employee shall not engage in any activities which is a direct conflict or breach of Thai law.

3.4 Any breach of the Employee Obligations in this clause could result in immediate termination of this contract and may incur further payback penalties as stipulated in Clause 10. Early Termination of Contract Penalty of this contract.

4. Confidentiality Terms

As employee of the Company, you are expected to maintain absolute confidentiality during the execution of your project. You are expected not to share or part with, any information or material, which may have been assigned or given to you, during your tenure of employment.

5. Non-Competition & Non-Solicitation

During the time of employment and for a period of 1 year directly following the termination of the Employees contract for whatever reason. The Employee agrees not to directly or indirectly, provide any software engineering, consulting, or programming services to any customer or end-user of any customer of the Company for which or for whose benefit you have provided services during your employment. You shall not directly or indirectly solicit the services of any employee of the Company or induce such employee to terminate his or her employment.

6. Intellectual Property

6.1 Assignment of Inventions

Employee agrees to promptly make full written disclosure to the Company and to assign to the Company's Clients, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, "know how," discoveries, trademarks or trade secrets, whether or not patentable or registrable under copyright, trademark, or similar laws (collectively referred to herein as "Inventions"), which Employee solely or jointly creates, develops or reduces to practice, or causes to be created or developed or reduced to practice, during the term of Employee's employment with the Company and made within the scope of such employment (collectively referred to herein as "Company Inventions"). Where a compensation would be required to be made it shall be deemed included in the Employee's basic salary.

Employee understands and agrees that the decision whether or not to commercialize or market any Company Invention is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Employee as a result of the

Company's efforts to commercialize or market any such Company Invention. Employee also agrees to keep and maintain adequate and current written records of all Company Inventions made by Employee during the term of Employee's employment with the Company. The records will be available to and remain the sole property of the Company.

6.2 Further Assurances

Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure, maintain, protect, and enforce the Company's rights in the Company Inventions and any other intellectual property rights of the Company relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Company Inventions, and any other intellectual property rights of the Company relating thereto. Employee further agrees to execute or cause to be executed, any such instrument or papers the Company may request to establish, maintain, protect, or enforce the rights defined in the section during and after the term of Employee's employment with the Company. If the Company is unable because of Employee's mental or physical incapacity, death, absence, lack of cooperation or any other reason (other than a good faith dispute over whether any such Invention qualifies as a Company Invention) to secure Employee's signature, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in on behalf of Employee to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee.

7. Termination of Contract

Should there be a need for either Company or Employee to terminate services; either party must give no less than 1-month notice in writing to the other party. Should the reason of termination be due to gross misconduct or a serious breach of company policy, this clause shall not be valid and will result in immediate termination.

8. Fair Employment Practices

The Company is committed to adopting and implementing the five principles of Fair Employee Practices (FEP) below:

- a) To always recruit and select employees on the basis of merit (such as skills, experience or ability to perform the job), and regardless of age, race, gender, religion, family status or disability.

- b) To treat employees fairly and with respect and implement progressive human resource management systems.
- c) To Provide employees with equal opportunity to be considered for training and development based on their strengths and needs, to help them achieve their full potential.
- d) To reward employees fairly based on their ability, performance, contribution and experience.
- e) To abide by labor laws and adopt Tripartite Guidelines that promote fair employment practices.

9. Grievance Handling

If the Employee feels that during the course of work, there has been any unfair treatment or unlawful treatment and has remained unaddressed, the Employee can send written grievance to grievancehandling@helius-tech.com. This will be taken up by an official within the Company at the level of Director and a meeting will be set up for appropriate actions and resolutions to settle such grievance.

10. Early Termination of Contract Penalty

The Employee acknowledges and understand that the Company incurs significant costs/expenses and expends the significant resources in recruiting (Including recruitment costs, processing of employee, initial stay, training costs and all other initial expenses for the Employee in reach case as may be applicable and collectively referred to hereafter as the "initial costs") and the company will suffer losses if your employment is terminated before the completion of this contract.

In this connection, the employee hereby undertakes and agrees that in the event that he/she voluntarily terminates their employment contract with the company before 50% of the contract is complete, the employee shall indemnify and pay the Company upon demand, full amount of all costs and expenses incurred by the Company in relocation and initial stay.

The Employee also hereby agrees that it may not be possible to accurately determine recruitment costs that accordingly for the purpose of this indemnity, the recruitment cost will be equal to 1 month's salary, representing a reasonable pre-contractual estimate of the amount of recruitment costs incurred by the company in recruiting you.

11. General Provisions

11.1 Governing Law; Consent to Personal Jurisdiction

This contract will be governed by the laws of Thailand special administrative region without regards for conflicts of laws principles. The Employee hereby expressly consents to the personal jurisdiction of Thailand special administration region for the termination of their employment or arising from or relating to this Contract.

11.2 Entire Contract

This Contract sets forth the entire agreement and understanding between the Company and the Employee relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Contract, nor any waiver of any rights under this Contract, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Freelancer duties, salary or compensation shall be set out in a separate agreement between the parties, if necessary, will not affect the validity or scope of this Contract to the extent that such agreement does not supersede this Contract.

11.3 Severability

If one or more of the provisions in this Contract are deemed void by law, then the remaining provisions will continue in full force and effect.

11.4 Construction

The language used in this Contract will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party.

11.5 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.

12. Acknowledgements and Agreements

Employee hereby acknowledges and agrees to executing this Contract voluntarily and without any undue influence by the Company or anyone else;

- a) Employee is over 18 years of age;
- b) Employee has carefully read this Contract and has asked any questions needed for them to fully understand the terms, consequences, and binding effect of this Contract.

- c) Employee has been afforded the opportunity to seek the advice of an attorney of his choice if so, wanted before signing this Contract; and
- d) Employee agrees to abide by all policies of the Company if exhibited with this Contract.

Signed by the Parties

[Rattapon Oudtagosum]
(The “**Employee**”)

Helius Technologies Co., Ltd
(the “**Company**”)

Rattapon Oudtagosum
Automated QA



Jerald Low
Director TH, VN & MY

Date: _____

Date: 31st October 2023