

February 1, 2019

Raja Sekhar

Dear Raja,

**EMPLOYMENT AGREEMENT**

Connected Freight Pte Ltd (the "Company") is pleased to make you an offer of employment as a member of our staff. Your assignment with us will be as **Developer** and you will commence employment on 04 March 2019 (the "Effective Date").

Our offer is subject to the terms herein and the necessary clearance that we may conduct and evaluate at our discretion.

Your continued employment with the Company shall be subject to your retaining your status that entitles you to work and reside in Singapore and to your compliance with applicable Singapore law. In case of any change in your status, the Company shall have the right to review your employment, its terms and conditions and/or remuneration herein.

The terms and conditions of your employment are set out in this letter.

**1. Salary**

You will be paid an annual salary of **S\$90,000**. This comprises a monthly salary of **S\$6,923** ("Salary") and an Annual Wage Supplement ("AWS"), which currently stands at one month's salary on completion of each calendar year of service (prorated for the actual number of days of service in that calendar year). For this purpose, the term "calendar year of service" refers to a period from January to December.

In addition, a variable bonus may be paid as an additional bonus. Should the business and your individual performance be on-target, your targeted variable bonus payment stands at **12%** of your annual salary. Any AWS and variable bonus and the quantum and conditions of such payments shall be at the Company's absolute discretion and in accordance with the Company's prevailing policy.

Monthly salary will be paid in advance, on or around the 28<sup>th</sup> day of the month, in respect of services rendered in that calendar month. Where the date of commencement of employment is after the 20<sup>th</sup> of the month, the pro-rated amount of your monthly salary for the first incomplete month of service will be paid together with the following month's salary, on or around the 28<sup>th</sup> day of the following month.

You are required to contribute to the Central Provident Fund. The Company will also make the necessary contributions in accordance with statutory requirements.

**2. Income Tax**

It will be your responsibility to complete and file your Income Tax Returns. All taxes will be for your account and you shall pay the same as required promptly.



### **3. Singapore Citizenship / Permanent Resident Status Application/ Applicable Laws**

Your continued employment with the Company shall be subject to your possessing a valid employment pass, Singapore Citizenship or Singapore permanent residency status in Singapore and compliance with applicable Singapore law and Company policies.

### **4. Working Hours**

Your usual hours-of-work is a 42-hour week Monday to Friday. However, in order to perform your job effectively, you may be required to work additional hours as appropriate. The salary specified in this contract is deemed to cover payment for the overall performance of the job and overtime will not be payable.

### **5. Transferability**

You are initially engaged for work in the Product Development department, but it is a condition of your employment that the Company may at any time transfer you for service to another department within the company. If you are transferred in this way, the same terms and conditions of service will continue to apply unless you are notified otherwise.

### **6. Probation**

There shall be a probation period of 6 months from commencement of service. The Company may at its option but without any obligation confirm you in service at any time during or at the expiry of the probation period. Upon completion of your probation period, your monthly salary shall be reviewed and may be adjusted, depending on your performance.

### **7. Termination**

- 7.1 Either party can terminate the contract of employment by giving to the other at least one month's notice in writing during the probation period, or at Company's option, with payment of one month's Salary in lieu of such notice period or prorated for part thereof. After you have been confirmed, clause 7.2 will apply to termination and notices.
- 7.2 (a) Either party may terminate this contract of employment by giving to the other at least three months' notice in writing, or at the Company's option, with payment of three months' Salary in lieu of such notice period or prorated for part thereof. This period of notice excludes any accrued leave to which you may be entitled.
- (b) Notwithstanding clause 7.2(a) above, your employment may be terminated by the Company at any time without notice and without any payment in lieu of notice if you are in breach of any provision hereof, including but not limited to, clauses 8 and 9.
- 7.3 This contract of employment shall be terminated forthwith in the event that your continued employment with the Company could result in the Company becoming liable for the violation of any of the laws or regulations of Singapore (including but not limited, where applicable, to cancellation or termination of your Employment Pass.) In that event, the Company shall have no liability other than as provided in clause 7.5.
- 7.4 The term "Salary" as used in this clause shall refer to the remuneration referred to in clause



1 only.

- 7.5 Termination of the contract of employment shall be without prejudice to accrued rights of the parties prior to termination.
- 7.6 At any time during the period of notice of termination (whether given by the Company or yourself) the Company shall have the right in its absolute discretion to assign you to act at the direction of the Company including new, additional, reduced or no duties, and/or not to transact any business on behalf of the Company and requiring you to refrain from entering its premises and/or from discussing its affairs with the Company's employees, agents, clients or customers.
- 7.7 You are reminded that during the period of notice of termination you remain an employee of the Company and are subject to your duties and obligations as employee. During this period, your entitlement to salary and other contractual benefits will continue subject always to the relevant scheme or policy relating to such benefits, and terms/conditions of employment.
- 7.8 You shall immediately return to the Company all documents and other materials belonging to the Company and associated/affiliated companies containing confidential information as well as all property belonging to Company or any associated/affiliated company. For the avoidance of doubt, at all times during such period you shall continue to be bound by the same obligations to the Company as those arising prior to the commencement of the notice period.

#### **8. Confidential Information**

During the course of your employment you may become aware of or have access to information and material that are secret and confidential to the Company or its associates/affiliates, and make or participate in the making of inventions.

All such information, materials and intellectual property (including inventions, trade or service marks, patents, trade secrets) are the private and absolute property of the Company or its associates/affiliates, and must be treated as such by you. A condition of your employment with the Company is that you read, sign and return the attached Confidentiality Agreement (Attachment 1) between yourself and the Company, and that you comply with the provisions therewith. Termination of your employment with the Company will not relieve you of the obligations arising under the Confidentiality Agreement.

#### **9. Conflicts of Interest**

As you have been engaged on full time service, any outside activity resulting in financial gain can only be undertaken by you with the prior written approval of the Company.

While you are free to pursue activities of a non-pecuniary nature, such activities should however not conflict with the interest of the Company or impose on the Company's time. If you intend to serve any local statutory, political or public body as an elected or appointed official of such a body, you should obtain prior written approval of the Company. A condition of your employment with the Company is that you read, sign and comply with the attached document on Conflict of Interest



(Attachment 2) between yourself and the Company. You may be required from time to time in the course of your employment to make declarations to the Company and/or its associated/affiliates in this regard where required.

#### 10. Data Privacy and Protection

- 10.1 All personal data/information collected in the course of your employment with the Company are collected for the purposes of the Company's business and administration, managing and/or terminating your employment relationship with the Company and for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to, workforce administration, salary/benefits (including medical and insurance benefits) and payroll management, social security contributions, business travel, personnel management, training and development purposes, determining your suitability, eligibility or qualifications for promotion, business continuity planning, background screening of prospective staff, reference checks, avoidance of existing or potential conflicts of interests and/or fulfilment of requirements of regulatory or government authorities.
- 10.2 To achieve the above purposes, please note that all personal data/information collected herein may be held, stored, processed, disclosed or transferred, in and out of Singapore, to any affiliate of the Company or its consultants, or advisers; any third party service providers providing services to the Company; any third party data processors; any regulatory or governmental authorities or authorized bodies having jurisdiction over the Company; any persons or bodies where the Company is required to do so by law or where the interests of the Company or public interest require disclosure; any actual or proposed assignee or successor of any part of the Company.

#### 11. Interpretation

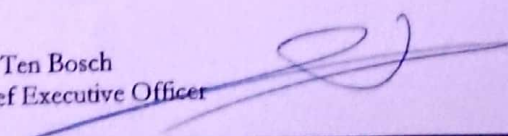
- 11.1 All Attachments referred to above form an integral part of this contract.
- 11.2 The headings of the clauses or sub-clauses herein are for convenience only and shall not be taken into consideration in the interpretation thereof or of the employment contract.
- 11.3 This letter shall be interpreted and shall take effect in accordance with the laws of Singapore.

In acceptance of our offer of employment, please sign and return the duplicate of this letter and attachments as required.

We wish you every success in your career with us.

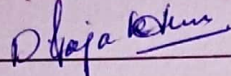
Yours sincerely,

Nir Ten Bosch  
Chief Executive Officer



I, DIRISAM RAJA SEKHAH, having read the foregoing letter and attachments, accept employment with you on the terms and conditions set out therein and I agree to be bound by these terms in all respects.

I confirm in particular that I have read the Shell General Business Principles and I undertake to abide by the letter and spirit of those Principles accordingly in the execution of my duties.

Signature: 

NRIC/FIN: F8332050T

Date: 11<sup>th</sup> feb 2019

ATTACHED:

Attachment 1

Attachment 2

Attachment 3