

6th April 2018

PRIVATE & CONFIDENTIAL

Tan Sieow Yeek
A-15-06 Aseana Puteri
Jalan Puteri 9/1 Bandar Puteri
47100 Puchong, Selangor.

Dear Sieow Yeek,

RE: EMPLOYMENT CONTRACT

We are pleased to offer you the position of **Technical Architect** with our Company with effect **18th June 2018**. Following are the terms and conditions of your employment:

1. POSITION

Technical Architect - Cargill Holdings (Malaysia) Sdn. Bhd. You will report to the delegated line manager as advised by the Company. In addition to this, you may have added reporting lines either on a direct or dotted line basis. These will be communicated to you by your superior.

2. CONDITION OF EMPLOYMENT

This offer is conditional on you being certified medically fit for employment by our Company's doctor and a clearance on the pre-employment screening conducted by our designated consultant. Please ensure that your medical checkup is completed before commencement of work with us.

3. LOCATION BASE

You will be based at our **Kuala Lumpur Office**. Nevertheless, you may from time to time be required to work on the premises of any associated company or any client of a Cargill company. Whilst there, you are required to comply with local arrangements concerning hours of work.

4. **BASIC SALARY**

As from the date of your employment with the company, your basic gross salary will be **RM15,500.00** per month. Your salary shall be subject to the applicable statutory deduction such as EPF and Income Tax.

5. **YEAR END BONUS**

The company will pay you a year-end bonus equivalent to one (1) month's salary, provided you have completed a full calendar year. This will be based on the last drawn salary at the time the bonus is paid out, exclusive of overtime earnings or allowances of any description whatsoever. Employees with less than a full calendar year's service will be paid a prorated bonus.

However, you will not be entitled to the bonus if you are not confirmed in your position, dismissed for gross misconduct or if you resign to avoid dismissal.

6. **INCENTIVE PLAN**

You will be eligible to participate in a performance related bonus program. Any payment made to you under the plan is entirely discretionary and to be decided by senior management. Criteria that may be considered will include your individual and the Company's performance

7. **PROBATION PERIOD**

You will be required to serve six (6) months probationary period upon commencement of your employment. During this period either party is required to serve one (1) week's notice or pay in lieu of such notice if this contract is terminated. You will thereafter, subject to your satisfactory performance be confirmed in writing as a permanent employee.

8. **EMPLOYEE PROVIDENT FUND**

The Company will make monthly statutory contribution to the Employees Provident Fund in accordance with the terms and conditions laid down by the fund.

Upon confirmation of your employment, the Company will contribute an additional 3% of your basic salary with the prevailing statutory rates or such rates as may be specified by the EPF authorities from time to time.

9. **ANNUAL LEAVE**

The fiscal year runs from 1st June to 31st May each year. You will be granted 16 days paid annual leave upon completion of one full year of service with the company, in addition to gazetted holidays. Thereafter, the annual leave entitlement will increase according to the milestone achieved in the years of service with the Company as specified in the staff handbook.

10. **SICK LEAVE**

You will be granted paid sick leave as provided in the employment laws and as stated in the staff handbook. Medical certificates must be submitted for such leave issued by a registered medical practitioner.

11. **MEDICAL BENEFITS**

During your service with the Company, you will be entitled to the medical benefits as per the Company's policy that is applicable to your position. Details are contained in the employee handbook.

12. **HOSPITALIZATION & SURGICAL BENEFIT**

During your service with the Company, you shall be covered by a hospitalization and surgical insurance scheme, which is currently in force. Under this scheme, you shall be subject to the provisions of the scheme and shall be entitled to the benefits provided thereunder. The scheme will also cover your eligible dependents.

13. **INSURANCE**

The Company will provide a Group Term Life / Personal Accident / Permanent Total Disablement Insurance coverage for its employees. The Company reserves the rights to unilaterally vary, reduce or exchange the benefits under the aforesaid Insurance Policy.

14. **CARGILL HUMAN RESOURCE DATABASE**

As part of the administration of your employee records and those of other employees in the Asia/Pacific Rim region, Cargill has established a human resources database in Singapore in which employee data about you and other employees will be stored and processed. Information about you may be transferred to and from the database and may also need to be disclosed to other Cargill offices in other jurisdictions.

By signing this appointment letter, you consent to your employee information being held, transferred and disclosed for the purposes of maintaining the

database as described above. Please be assured that Cargill treats (and will continue to treat) employee information as confidential, and that strict security will be maintained with respect to any employee information transferred to the database and/or disclosed to other Cargill offices. Cargill will not use your employee information for anything other than employment purposes without your prior written approval.

15. SECRECY

You may not at any time during your employment with the Company or thereafter, without the prior written consent of the Company, divulge any matter whatsoever that may come to your knowledge in the course of or incidental to your employment, except in the proper discharge of your duties. You shall sign your acceptance of Cargill's Confidential Information and Invention Agreement, and return the copy to us for our retention.

16. TRANSFER

You are subject to transfer to any business unit or department within Cargill Group of companies, or to any of the Company's branches or locations.

17. NOTICE OF TERMINATION

2 month's notice in writing is required. If either party wishes to terminate this employment without notice or without waiting for the expiry of the required notice period, then either party may terminate by paying to the other party a sum equivalent to the amount of salary which would have been paid to the employee during the remaining period of such notice. Where the Company does not accept payment in lieu of notice and requires you to remain for the full notice period, the Company will be entitled to:

- Appoint another person to undertake your job responsibilities; and/or
- Require you not to come to your place of work for all or part of the notice period;
- Not require you to undertake any duties (or modified duties), although you must be available for work if required to do so;
- Require you to use up all or part of any leave entitlement.

Although you may not be coming into the office during the notice period, you would nevertheless still be considered under the employment of the Company and accordingly compliance with company policies would continue and you will not be at liberty to undertake any work either for your own account or for any other person. All provisions under the Confidentiality, Non-Competition and Non-Solicitation Agreement will be applicable.

18. **ACCEPTANCE OF THIS OFFER**

This offer is valid for a period of 14 days from the date hereof. Should you fail to accept this offer within the said 14 days, this offer shall lapse unless renewed by the Company.

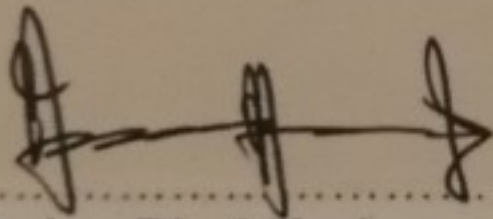
19. **GENERAL**

The other terms and conditions of your employment shall be in accordance with the Company's Policies, as may be amended from time to time. A copy of the Company's Policy will be given to you.

If you accept the terms set out in this letter, please sign the original and the copy of this letter in the space indicated below. Please retain the original and return the copy to us.

If you have any questions regarding the details of this offer, please contact me or a representative of the Human Resource Division.

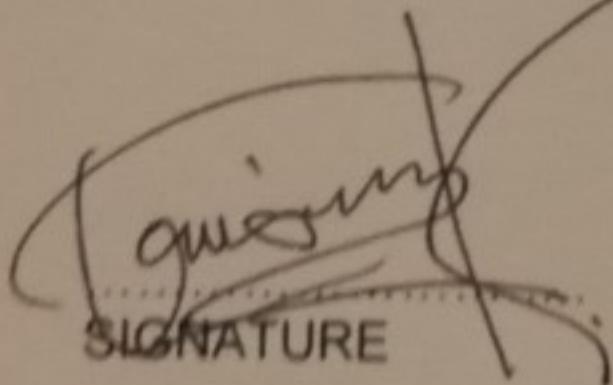
Yours faithfully,
CARGILL HOLDING (MALAYSIA) SDN BHD



Zarina Binti Karimun

HR Solutions Employee Experience Lead
Global Human Resource Solutions

I TAN SEOW YEEK hereby declare that I have read, understood and agree to abide by the above terms and conditions of my employment with CARGILL.



SIGNATURE

11-APR-2018

DATE