**EMPLOYMENT CONTRACT**

(“Employment Contract”, “Contract”)

The undersigned:

1. XML (Hong Kong) Ltd., with its registered office at 2310 Dominion Centre, 43-59 Queen's Road East, Wanchai, Hong Kong; Registration number: 2351184

hereinafter to be called: “the Employer";

and

2. Wai Yee Winnie Chu of Flat B, 29/F, 48 Lyttelton Road, Mid-levels, Hong Kong, Passport number: KJ0087221

hereinafter to be called: “the Employee";

State to have entered into an Employment Contract under the following conditions.

Article 1: General terms and conditions for employment

* 1. The general terms and conditions for employment for staff employed by the Employer shall apply (“Employee Handbook”).
  2. The Employee states to have received a copy of Employee Handbook.
  3. The Employer emphatically reserves the right to alter Employee Handbook time to time.

Article 2: Date of commencement

* 1. The Employee shall be employed by the Employer from \_\_\_\_\_\_\_\_\_\_ 2017 (“Start Date”).

Article 3: Job

* 1. The Employee shall be employed as Director of Sales – Hong Kong.
  2. The Employer may second the Employee to support any or few of the Employer’s customers.
  3. The Employer can demand of the Employee that he/she performs other work than that included in his/her normal job, if and to the extent that such work can be reasonably demanded from the Employee.

Article 4: Location & Travel

* 1. The Employee will be based in Hong Kong SAR, with intensive travel required.

Article 5: Term

* 1. The Employee will commence his/her employment with the Employer on the Start Date for an indefinite period of time.

Article 6: Working hours and Overtime

* 1. The Employee will work 9am – 6pm (including 1 hour lunch break), Monday to Friday, or as may be required by the Employer from time to time.
  2. The Employee may sometimes be required to work such additional hours as may be necessary or appropriate from time to time to enable him/her to carry out his/her duties properly and support the Employer’s interests. Notwithstanding the aforesaid to the contrary, any overtime work requires the advance written approval from the Employee’s line manager.

Article 7: Compensation

* 1. The salary shall be at the time this Contract was entered into USD 91,000.- (in words: ninety one thousand American Dollars) yearly, gross. This INCLUDES Employee’s social security contributions, holiday allowance and Employee’s income tax.
  2. The Employer will pay in addition all Employer’s costs as are mandatory under Hong Kong SAR laws, and will deduct from the Employee’s salary any taxes and other Employee contributions as required under Hong Kong SAR laws.
  3. The salary shall be paid monthly at the end of the month to a bank account designated by the Employee.
  4. Employee will be eligible to an incentive plan that could see him/her earn additional USD 44,800.- (in words: forty four thousand eight hundred American Dollars) yearly, uncapped, if the Employee meets the targets set by the Employer’s client that the Employee is seconded to support (“XML Client”). The targets and details of the incentive plan will be updated and provided to the Employee every year.
  5. The Employee will be entitled to claim the following expenses, provided that these have been pre-approved by the Employee’s line manager or by the senior manager of XML Client that shall be designated to guide him/her (the “Client Authorised Officer”):
* Phone expenses;
* Work-related expenses.
  1. The Employee declares that he/she agrees that the payslip will be sent by an electronic method (i.e. via e-mail).

Article 8: Holiday

* 1. In addition to public holidays of Hong Kong SAR, the Employee shall be entitled to 20 days paid holiday in each holiday year from 1st January to 31st December to be taken at such time or times as are agreed with the Employee’s line manager. Paid holiday days cannot be accrued without an explicit confirmation in writing from the Employer, such confirmation will only be granted under exceptional circumstances.
  2. For the year during which his/her appointment commences or terminates, the Employee is entitled to working days holiday for each complete calendar month of his/her employment by the Employer during that year on a pro rata basis. On the termination of his/her appointment for whatever reason, the Employee shall either be entitled to pay in lieu of outstanding holiday entitlement or be required to repay to the Employer any salary received for holiday taken in excess of his/her actual entitlement. The basis for payment and repayment shall be 1/260 of the Employee’s annual salary for each day.

Article 9: Mandatory Provident Fund (‘MPF’)

* 1. Pursuant to the Mandatory Provident Fund Schemes Ordinance, the Employer will contribute 5% of the Employee’s monthly pay up to a maximum salary of HKD 30,000/month to the Employee’s MPF.
  2. Pursuant to the Mandatory Provident Fund Schemes Ordinance, the Employer will also deduct a similar amount from the Employee’s salary and deposit it into the Employee’s MPF.

Article 10: Termination

* 1. Each Party can terminate this Contract by giving the other Party at least 30 (thirty) days advance written notice. Notwithstanding the above to the contrary, the Company may accept such notice of termination of the Employee and advise him/her it will reduce this notice period, provided that after any such reduction, the Employee is paid at least for the minimum notice period stipulated by law.

Article 11: Absence from work

* 1. The Employee is obliged to report to the Employer any absences as soon as possible, stating the reasons for, and the expected duration of, the absence. The Employee shall inform the Employer as soon as it is known when he/she will be able to return to work. If the absence is the result of an illness, the Employer shall have the right to require the Employee to provide a certificate signed by a licensed physician stating whether the Employee is fit to work.

Article 12: Confidentiality

* 1. The Employee acknowledges that the Employer has imposed confidentiality on him/her for all details of the Employer’s company and the Employer’s customers, or connected thereto.
  2. The Employee is prohibited, either during the term of the Employment Contract, or thereafter, in any way, directly or indirectly, in any form whatsoever, to provide information on or concerning the Employer or concerning the Employer’s customers, and any other information that the Employee will be exposed to during the course of their employment.

Article 13: Prohibition of Ancillary Work

* 1. The Employee shall not to engage in any conduct detrimental to the interests of the Employer or the Client, this includes any conduct tending to bring the Employer or the Client into disrepute. The Employee shall not to engage - directly or indirectly - in any other work or provide professional services to any third parties in parallel with his/her employment with the Employer, unless such other work has been approved in advance and in writing by the Employer.
  2. If the Employee becomes incapacitated to work as a result of ancillary work that is prohibited pursuant to 13.1, the Employer is entitled to terminate the Employment Contract for that reason with immediate effect, and without derogating from any other rights that the Employer has, the Employer shall not be obliged to continue to pay wages based on the Employee’s breach of contract.

Article 14: General

* 1. This Employment Contract is considered to be a full description of the agreements in this matter between the Parties, as they exist at the time of the signing of the Contract.
  2. Additions to, and deviations from, this Employment Contract shall only be valid if and to the extent that they have been agreed between the Parties in writing, or have been confirmed by the Employer in writing.
  3. The validity construction and performance of this Contract shall be governed by law of Hong Kong SAR.
  4. All disputes claims or proceedings between the parties relating to the validity construction or performance of this Contract shall be subject to the exclusive jurisdiction of the courts of Hong Kong SAR.
  5. By signing this Contract, the Employee states to have received a copy of this Contract.

This Employment Contract consisting also of the terms and conditions contained in Appendices “A”, “B”, “C” “D” and “E” inclusive, is the sole agreement between the Parties, and supersedes and replaces any other agreement made between the Parties. The Appendices shall be considered as an integral part of this Contract.

The term “Client” or “XML Client” in this Agreement and its Appendices shall be deemed to refer to Massivit 3D Printing Technologies Ltd., any affiliated companies in the Massivit 3D Printing Technologies group, and any other organisation that is a customer of Massivit 3D Printing Technologies and that the Employee will be exposed to within the framework of this Employment Agreement, and any other end user of the above-mentioned entities, or any subsidiary, parent or associate that the Employee may serve.

Thus agreed, drawn up in London and signed

Signed: Signed:

The Employer The Employee

By: Date:

Date:

**APPENDIX A**

**Non Disclosure and Non Compete Undertaking**

THIS UNDERTAKING (“**Undertaking**”) is entered into as of the 19th December, by Wai Yee Winnie Chu whose address is Flat B, 29/F., 48 Lyttelton Road, Mid-levels, Hong Kong; Passport number: KJ0087221(the “**Employee**”).

WHEREAS Massivit 3D Printing Technologies Ltd., an Israeli limited liability company with offices at 11 Pesakh Lev Lod 7129361, Israel(the "**Company**") and XML Ltd., a company incorporated and registered in England whose registered office is 5 Rosslyn Park Mews, Lyndhurst Road, London NW3 5NJ, United Kingdom (together with any subsidiaries in the XML group referred to herein as **“XML”**) signed a Services Agreement (the **“Agreement”**);

WHEREAS XML wishes to provide to Massivit 3D Printing Technologies part of the services under the Agreement through the Employee; and

WHEREAS the Company agrees that XML will employ the Employee only subject to the execution of this Undertaking by the Employee in favour of Company and its present and future parent companies, subsidiaries, affiliates and successors (all of which together with the Company, shall hereinafter be referred to as **"Company's Entities"**).

NOW, THEREFORE, the Employee undertakes and warrants, towards the Company's Entities, as follows:

1. **Confidential Information**
   1. The Employee acknowledges that he will produce, obtain or otherwise acquire or have access to Company’s confidential and proprietary information, including, without limitation, Company’s confidential and proprietary information produced, obtained or otherwise acquired or acceded by the Employee in the past, which such information is concerning activities of the Company's Entities, technology, product research and development, patents, copyrights, customers (including, without limitation, customer and/or suppliers files, lists and/or matters), business plans, marketing plans, sales practices; methods and techniques, records, and affairs, strategies and plans, forecasts, trade secrets, test results, formulae, technologies and processes, sources of supply and vendors, special business relationships with vendors, agents, and brokers, promotional materials and information, financial matters, mergers; acquisitions, equipment, selective personnel matters, product specifications, pricing information, intellectual property, technical data, software programs, algorithms, operations and production costs, designs, formulas, ideas, plans, devices, materials, data, know-how, improvements, inventions (whether reduced to practice or not), employment terms and conditions including of Company Entities’ employees, techniques and products (actual or planned) of the Company's Entities and other similar matters which are confidential, including, without limitation, confidential information received by Company from any third party (such as its contractors, customers, consultants, shareholders, licensees, licensors, vendors or affiliates) . Such information in any form or media, whether documentary, written, oral, visual and/or computer generated, which are: (i) disclosed by or on behalf of the Company Entities; (ii), prepared by the Employee; and/or (iii) that came to the Employee’s possession in any manner whatsoever, prior to or during the course of the employment under the agreement between XML and the Employee, irrespective of form, shall be referred to herein as “**Proprietary Information**”.

Property Information shall not include information that the Employee can establish, has become a part of the public domain not as a result of a breach of this Undertaking and/or any other confidentiality obligations towards the Company's Entitles by the Employee.

* 1. The Employee agrees that during the term of the Employment Agreement and at any time after the expiration or termination thereof for any reason, he (i) shall keep in strict confidence and trust all Proprietary Information, and any part thereof, and will not directly or indirectly, divulge, publish or otherwise disclose (or allow to be disclosed) and/or make available to any person or entity without the prior consent of the Company any Proprietary Information; (ii) shall not use the Proprietary Information for any purpose whatsoever other than for the performance of his obligations under the agreement between XML and the Employee; (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Proprietary Information; and (iii) shall follow recommendations, guidelines and instructions made by the Company from time to time regarding Proprietary Information.
  2. In the event that the Employee is compelled by court or government action pursuant to applicable law to disclose any part of the Propitiatory Information, , Employee shall first give the Company prompt prior notice of such requirement, so that the Company may seek a protective order or other appropriate remedy, and in the event that such protective order or other remedy is not obtained, the Employee shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all efforts required to obtain confidential treatment for such information.
  3. The Employee agrees that all Proprietary Information, patents and/or patent applications, copyrights, memoranda, books, notes, records (contained on any media whatsoever), charts, formulae, specifications, materials, equipment, drawings, lists and other documents and data of any nature pertaining to any Proprietary Information; or to the duties performed by the Employee as an XML Staff, made, compiled, received, held or used by the Employee (the “**Materials**”), are and shall remain solely and exclusively owned by the Company and its assigns and Employee will treat such Materials as Proprietary Information of Company. Upon Company’s request or in the event of the expiration or termination of this Undertaking and/or the Agreement for any reason whatsoever, the Employee agrees promptly to surrender and deliver to Company all Materials and all originals or copies thereof, and the Employee will not retain or take any tangible materials or electronically stored data, containing or pertaining to any Proprietary Information that Employee may produce, acquire or obtain access to.
  4. The Employee agrees that he has not and will not (i) improperly use or disclose any Proprietary Information or trade secrets of any former employer or other person or entity with which the Employee has an agreement or duty to keep in confidence information acquired by Employee, if any, or (ii) bring onto the premises of the Company any document or confidential or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Employee will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys’ fees and costs of suit, arising out of or in connection with any violation of the foregoing by the Employee.
  5. The Employee recognizes that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that he owes the Company and such third parties, at any time following the signature of this Undertaking as well as after termination or expiry thereof for any reason, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company’s agreement with such third party.

1. **[Deleted]**
2. **Ownership of Inventions**
   1. The Employee hereby assigns and transfers and shall assign and transfer to the Company, to the fullest extent under applicable law, his entire right, title and interest in and to any and all Proprietary Information, developments, discoveries, designs, discoveries, techniques, inventions, improvements, methods, know-how, processes, formulae, data, data bases, computer programs, computer code, source code, software, hardware, patents, patent applications and all patentable materials, models, designs (whether registered or not), copyrights and all copyrightable materials, trade secrets, trademarks, trade names, proprietary information, concepts and ideas, whether or not capable of being patented or copyrighted and whether or not reduced to practice, which are made or conceived by the Employee, whether solely by Employee or jointly with others, prior to or during the period of performance of the services as an XML Staff under the agreement between XML and the Employee, that: (i) pertain or relate in any manner to the actual or demonstrably anticipated business, work, or research and development of Company's Entities, and all documentation related therewith (ii) are developed in whole or in part on Company’s Entities time or using Company’s Entities' equipment, supplies, facilities or Proprietary Information, or (iii) result from or are suggested by any task assigned to Employee or any work performed by Employee as an XML Staff under the agreement between XML and the Employee, or by the scope of Employee duties and responsibilities (the **“Inventions*”***).

The Employee will promptly notify and disclose to the Company, or any persons designated by it, all Inventions, immediately upon discovery, receipt or invention as applicable and shall, at Company’s request, promptly execute a written assignment of title to Company for any Invention required to be assigned hereunder and Employee will treat any such Invention as Proprietary Information of Company. Delivery of the notice shall be in writing, supplemented with a detailed description of the Invention and the relevant documentation.

* 1. The Employee agrees that all the Inventions shall be solely and exclusively owned by the Company and its assignees, and the Company and its assignees shall be the sole and exclusive owner of all patents and any and all of the other rights titles and interests in connection with such Inventions. The Employee shall not be entitled to, and hereby waives now and/or in the future, any claim to any right, compensation and/or reward in connection therewith. A lack of response from the Company with respect to the notice of the Invention or of its delivery shall not be considered a waiver of ownership of the Invention, and in any event the Invention shall remain solely and exclusively owned by Company.
  2. The Employee agrees, in relation to all such Inventions, to assist the Company or any persons designated by it, at the Company's expense, in every proper way to secure Company’s rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments that Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents over such Inventions in any and all countries, or other intellectual property rights relating thereto. The Employee will execute all documents as required for use in applying for and obtaining patents over and enforcing such Inventions, as the Company may desire, together with any assignment of such Inventions to the Company or persons or entities designated by it. The Employee further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination or expiration of this Undertaking.

1. **General**
   1. The Employee acknowledges that the provisions of this Undertaking serve as an integral part of the Employment Agreement between XML and the Employee and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof. If any provision of this Undertaking (including any sentence, clause or part thereof) shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete there from the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. In addition, if any particular provision contained in this undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.
   2. The provisions of this Undertaking shall continue and remain in full force and affect following the termination or expiration of this Undertaking and/or the Agreement, for whatever reason. This Undertaking shall not serve in any manner as to derogate from any of the Employee’s obligations and liabilities under any applicable law.
   3. The Employee agrees to execute any proper oath or verify any proper document required to carry out or evidence compliance with the terms of this Undertaking. The Employee represents that his performance of all the terms of this Undertaking will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to Employee’s signature of this Undertaking. The Employee represents the he has not entered into, and agrees that he will not enter into, any oral or written agreement or obligation in conflict herewith.
   4. This Undertaking may be assigned by Company. The Employee shall not assign this Undertaking and/or any of his obligations hereunder, in whole or in part, without the prior written consent of Company. This Undertaking will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of Company, its successors, and its assigns.
   5. The Employee represents and warrants to the Company that he is aware that a breach of the obligations set forth in this Undertaking, or part of them, will cause the Company or the Company’s Entities serious and irreparable damage, and that no financial compensation can be an appropriate remedy to such damage. Therefore, the Employee agrees, that if such a breach occurs, the Company, the Company’s Entities or any of their designee(s) shall be entitled, without prejudice, to take all legal means necessary, and all and any injunctive relief as is necessary to restrain any continuing or further breach of the this Undertaking.
   6. The Employee’s obligations under this Undertaking shall remain in full force during the existence of the Employment Agreement between XML and the Employee, and following the expiration or termination thereof for any reason. The Employee hereby acknowledges that this Undertaking is a condition to the Employment Agreement between XML and the Employee and to any disclosure of Preparatory Information to it/him.
   7. This Undertaking shall be governed by the laws of the State of Israel, without regard to its conflict of laws provisions. The competent courts of the Tel Aviv, Israel shall have exclusive jurisdiction over any dispute hereunder which is not amicably settled by the Company and the Employee.

IN WITNESS WHEREOF, the Employee has executed this Undertaking:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Wai Yee Winnie Chu

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

**APPENDIX B**

**Letter of Undertaking**

I, Wai Yee Winnie Chu of Flat B, 29/F., 48 Lyttelton Road, Mid-levels, Hong Kong; Passport: KJ0087221, hereby acknowledge, accept and undertake the following:

**General**

1. I have the right to work in Hong Kong;
2. I will perform all my duties with all proper skill and care in accordance with accepted standards and guidelines and the Client’s requests and specifications;
3. I will comply with any rules, policies or obligations (including, without limitation, to any health and safety, site and security regulations and IT security policies) in force at the premises where I will be performing my duties;
4. I will sign any documents relating to confidentiality and intellectual property or any other matters which the Client may require prior to the commencement of my employment;
5. [Deleted];

**Intellectual Property**

1. I will ensure that all Materials prepared by it or I will be delivered to and become the property of the Client on the termination of this Contract;
2. I will ensure that all Intellectual Property Rights written, made or discovered by me in the performance of my duties will vest in the Client by way of future assignment. Also I will take all steps necessary to vest the Intellectual Property Rights referred to herein in the Client;
3. I will vest all my Intellectual Property Rights or any Intellectual Property Rights of any third party utilized by me in performing my duties for the Client on the termination of the Contract.

**Data Protection**

1. I hereby consent to the Client holding, processing and disclosing my personal data within and outside of the European Union, to persons and organisations including, but not limited to, personnel engaged by the Client, any group company of the Client or to the Client’s customers or suppliers.

**Confidentiality**

1. I will keep confidential and not divulge to any third party all Confidential Information received by it or me whether directly or indirectly and whether or not marked as “confidential”.

**Client Specific Addendum**

1. I will not engage in any conduct or omit to engage in any conduct which may be detrimental to the image or reputation the Client or which may result in financial loss or damage to the Client;
2. I will notify the Employer by 10.00am on any day that I am not able to work and will give reasonable notice to the Employer of any period of absence for which I know in advance that I will not be able to perform the duties under the Contract.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Wai Yee Winnie Chu

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

**APPENDIX C**

**Confidentiality and Intellectual Property Undertaking**

I, Wai Yee Winnie Chu of Flat B, 29/F., 48 Lyttelton Road, Mid-levels, Hong Kong; Passport: KJ0087221, hereby agree that:

1. During the period of my Assignment and for 6 months thereafter, unless the Agreement is terminated as a result of the Client’s breach, I shall not directly or indirectly on my own account or on behalf of any other person do any of the following or assist any person to do so without the Client’s written consent:

1.1. solicit or offer employment to or engage or entice away any of the Client’s staff who have been associated with my Assignment within the previous 6 months;

1.2. accept employment, an engagement or contract from any customers of the Client with whom I have had dealings in the course of my Assignment where I became aware of the vacancy, work or opportunity or was identified as a candidate as a result of my Assignment;

1.3. solicit custom of the same or similar nature to that of the Client’s business from a customer (or division or section of such customer) with whom I have had direct contact during the performance of my Assignment;

1.4. interfere or seek to interfere or take such steps as may interfere with the supply (or terms relating to such supply) of services to the Client by any person who has supplied services to the Client and was associated with my Assignment within the previous 6 months whether or not such person would commit any breach of contract by any such action.

2 During the period of my Assignment I will comply with the Client Policies and rules on Health and Safety and Drugs and Alcohol.

3 As beneficial owner of the Materials I hereby:

3.1 assign to the Client, free from all encumbrances, all the copyright, future copyright, and all the other rights of whatever nature in the Materials;

3.2 represent, warrant and undertake that:-

3.2.1 the Materials shall be my original work and shall not have been copied either in whole or in part;

3.2.2 I shall not at any time grant any rights in the Materials to any party other than the Client;

3.2.3 no party other than the Client will at any time have any rights in and to the Materials; and

3.2.4 I shall promptly, at the Client’s request, do all acts and execute all documents necessary to secure for the Client the full benefit of the undertakings, warranties and representations contained herein.

4. I shall keep and maintain all confidential information received from the Client in the strictest confidence and not to disclose such information to any third party without the prior written consent of the Client;

5. I shall use all reasonable endeavours to assist the Client in recovering and preventing the use, dissemination, sale, or other disposal of any confidential information which has been disclosed or used in an unauthorised manner due to the disclosure of such confidential information to me without prejudice to any other rights which the Client may have in respect thereof.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Wai Yee Winnie Chu

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

**APPENDIX D**

**Information and Communications Systems Policy**

# The Client’s information and communication systems, including the Client’s connections to the Internet, are vital to the Client’s business.

# The Employee will only use them for appropriate purposes which are limited to the following:-

# conducting the Client’s business; or

# for other incidental purposes authorized by the Client or by applicable Client guidelines, such as the Client’s guidelines on Internet use.

# It is inappropriate to use the Client’s systems to visit Internet sites that feature sexual content or that advocate intolerance of others. It is also inappropriate to use them in a manner that interferes with the Employee’s productivity or the productivity of others.

# The Employee is responsible to ensure that his/her use of Client systems is appropriate. Inappropriate use of the Client’s systems is a misuse of the Client’s assets.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Wai Yee Winnie Chu

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

**APPENDIX E**

**Timesheeting & Expense Policy and Guidelines**

For the avoidance of doubt a Professional Working Day is 8 hours. Relevant timesheets signed by a line manager will be required for any payments to be made.

The policy on time-sheeting and expenses is in place to ensure that Employee is paid and the Client is invoiced in accordance with specified timescales.

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### Timesheeting

Employee will be required to submit signed timesheets in order for payments to be released.

### Expenses

Employee will submit expense forms signed by the Client line manager and provide copies of receipts with the appropriate invoices to XML in line with the above timelines.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Wai Yee Winnie Chu

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

**APPENDIX F**

**Job Description Director of Sales – Massivit 3D**

**Position Review**

The Director of Sales is responsible for achieving sales, profitability, and partner recruitment objectives. The Channel Manager reports to the Vice President of Sales.

**Job Responsibilities:**

* Sell Massivit 3D printers both directly to end users and through channel partner in coordination with partners’ sales resources;
* Meet assigned targets for profitable sales’ volume and strategic objectives in assigned partner accounts;
* Proactively lead a joint partner planning process to develop mutual performance objectives, financial targets, and critical milestones associated with productive partner relationship;
* Manage potential channel conflicts by fostering excellent communication internally and externally, and through strict adherence to channel rules of engagement;
* Proactively recruit new qualified channel partners;
* Meet assigned expectations for profitability;
* Work closely with Customer Service to ensure customer satisfaction and problem resolution;
* Readiness to work in a start-up environment, flexible hours (reasonable availability to bridge time difference with Israel) in fast growing dynamic company;
* Work with CRM system for monitoring and report lead status and opportunities;
* This position requires extensive travel (50%-60%).

**APPENDIX G**

**Compensation**

|  |  |
| --- | --- |
| **Annual Compensation** | |
| **Salary Breakdown** | **Annually, gross (US Dollars)** |
| Base Salary | 91,000.- |

1. Employee will be eligible to an incentive plan that could see him/her earn up to additional USD 44,800.- (in words: forty four thousand and eight hundred US Dollars) yearly, uncapped, if the Employee meets the targets set by the XML Client. The targets and details of the incentive plan will be updated and provided to the Employee every year.

|  |  |  |  |
| --- | --- | --- | --- |
| **TP** | **USD 280,000** | | |
| 1--6 | USD 2,800 | 1% | USD 16,800 |
| 7--10 | USD 7,000 | 2.5% | USD 28,000 |
|  |  |  | USD 44,800 |

1. Pursuant to the Mandatory Provident Fund Schemes Ordinance, the Employer will contribute 5% of the Employee's monthly pay up to a maximum salary of HKD 30,000/month to the Employee's MPF. Pursuant to the Mandatory Provident Fund Schemes Ordinance, the Employer will also deduct a similar amount from the Employee's salary and deposit it into the Employee's MPF.