

Date: 14 December 2015

Name: Michael Butarbutar

Address: Taman Meruya Ilir RT.001/RW.001, Jakarta, Tangerang, Medan, Indonesia

Dear **Michael Butarbutar**,

I am pleased to confirm our verbal offer of employment to you for a ***regular full-time*** position with ***Ultra Software Solution*** as a ***Software programmer***, effective ***4 Jan 2016***. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of past employment and education records.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both ***Ultra Software Solution*** and yourself with respect to your employment conditions, and is governed by the laws of the Province of Ontario. It details the terms and conditions of your employment with ***Ultra Software Solution***, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

Name, we look forward to welcoming you to the ***Ultra Software Solution*** team and wish you a successful and rewarding career with us.

Sincerely,

Name: Michael Butarbutar

Title: Software Programmer

I, **Michael Butarbutar**, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date

Schedule A

Ultra Software Solution (USS) Terms and Conditions of Employment

The following outlines the terms and conditions of employment with ***Ultra Software Solution***. The Company reserves the right to change these terms and conditions as necessary, with due notice.

Title	<i>Software Programmer</i>
Initial Reporting Relationship	<i>Michael Butarbutar, Software Programmer</i>
Responsibilities	<p>Your job responsibilities. A copy of your position description is attached as Schedule “B.”</p> <p>While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission.</p>
Salary	<i>Amount (10 Juta Indonesian Rupiah)</i> per month
Status	<i>Full-time</i>
Start Date	<i>Date 4 Jan 2016</i>
End Date	<i>Date (Fixed term only)</i>
Hours of Work (Time Indonesia)	The company’s core hours of operation are Monday to Friday from <i>9:00 am to 6:00 pm</i> (lunch time one hour time)
Fixed Bonus Payment	Employee will able to get addition 1 month salary in December and paid on 22 Dec on every.
Payroll Schedule	Your salary will be paid to you on every <i>month 07</i> , less required deductions, (<i>through direct deposit</i>)
Vacation	You will accrue vacation at a rate of <i>1.16</i> days per month (total annual 14 day) and sick leave (14 day) per year and sick leave must have medical certificate approve. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to the Company.
Benefits	You shall be entitled to participate in all benefit plans of <i>Ultra Software Solution</i> as may be made available to employees of <i>Ultra Software Solution</i> from time to time for which you are eligible. You will receive complete details of all benefits plans as part of your new employee orientation, and enrollment will take place (<i>once you meet the eligibility criteria</i>).
Travel	As per the requirements of your position, you will not travelling required
Probationary Period	To assess your fit within <i>Ultra Software Solution</i> , the first three (3) months of your employment will constitute a probationary period. At any time during this probationary period, <i>Ultra Software Solution</i> may terminate your employment without cause and without advance notice

	or pay in lieu of notice. If this occurs, we would have no further obligation to you, financial or otherwise.
Policies and Standards	<i>Ultra Software Solution</i> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of <i>Ultra Software Solution</i> and that these policies do not form a part of this Agreement. It is agreed that if <i>Ultra Software Solution</i> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the “Confidentiality and Proprietary Information Agreement.” Attached Schedule “C.”
Non Solicitation	You hereby agree that, while you are employed by <i>Ultra Software Solution</i> and for one (1) year following the termination of your employment with <i>Ultra Software Solution</i> , you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <i>Ultra Software Solution</i> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <i>Ultra Software Solution</i> in a manner that conflicts with or interferes in the business of <i>Ultra Software Solution</i> as conducted with such customer or supplier.
Representation	You hereby represent and warrant to <i>Ultra Software Solution</i> that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <i>Ultra Software Solution</i> breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.
Changes to Duties and/or Compensation	If your duties or compensation should change during the course of your employment with <i>Ultra software Solution</i> , the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Should you wish to resign your employment with <i>Ultra Software Solution</i> , you will be required to provide 1 Month’ written notice to enable us transition your work.
Termination	<p><i>Company</i> may terminate your employment at any time for cause.</p> <p>After the end of your probationary period, <i>Company</i> may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay required by the <i>Employment Standards Act, 2000</i> and no more.</p>

	In the event a temporary layoff is ever required, it may be implemented in accordance with the requirements of the <i>Employment Standards Act, 2000</i> .
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.

Schedule B
Job Description

Job Description:

- Analyzing Information, Problem Solving, Software Performance Tuning, Software Development Fundamentals, Software Documentation, Software Testing.
- Arranges project requirements in programming sequence by analyzing requirements; preparing a work flow chart and diagram.
- Encodes project requirements by converting work flow information into computer language.
- Confirms program operation by conducting tests; modifying program sequence and/or codes.
- Prepares reference for users by writing test script and user manual.
- Maintains historical records by documenting program development and revisions.
- Contributes to team effort by accomplishing related results as needed.

Schedule C

Employee Covenants Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with *Company* (the “*Ultra Software Solution*”), the undersigned (the “**Participant**”) agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the “**Engagement**”), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the “**Business of the Company**” shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company’s premises or through the use of the Company’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except

for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:

- (i) USS is or becomes public other than through a breach of this Agreement;
- (ii) USS is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
- (iii) USS is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.

9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defence in any injunction action, application or motion brought against the Participant by the Company.
12. This Agreement is governed by the laws of the Province of Ontario and the Participant agrees to the non-exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed as of the **04 day of January, 2016**.

Signed in the presence of:

**PARTICIPANT
NAME:**

**WITNESS to PARTICIPANT
NAME:**