

EMPLOYMENT CONTRACT

This contract of employment is entered into between **ACUMEN BIZCORP PTE. LTD.** (hereinafter referred to as 'Employer') and **JAMES LEE TIECK POH** with Identification Number: **A40479412** (hereinafter referred to as 'Employee') on **01 January 2019** under the terms and conditions of employment below:

GENERAL

1. Commencement of this employment contract is effective from **01 January 2019** (the 'effective date') subject to approval of relevant work pass by Ministry of Manpower, if required.
2. Probationary period will be **zero (0) days**. Employer may extend or shorten the period of probation depending on the performance of the candidate.
3. You are required to perform the duties and undertake the responsibilities in a professional manner as prescribed in the firm's handbook.
4. Matters not explained in this contract will be explained in the firm's handbook. Where there is discrepancy among this contract and handbook, this contract shall prevail.

WORKING HOURS

5. The working hours are from **9 AM to 6 AM** from **Monday to Friday**.
6. Employee may be required to work beyond the normal working hours to discharge duties of the employee at the sole discretion of the employer.
7. The employer reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.

LEAVE

8. Employer must be notified as soon as practicable if employee is unable to work for medical reasons. Such notice shall be given within the **first four (4) hours** of the working day.
9. A **medical certificate** shall be produced without demand in all cases where employee is absent from work for medical reasons.
10. You are entitled to **fourteen (14) days** of paid sick leave per calendar year, which cannot be carried forward.

11. For **hospitalized on a doctor's written order**, you may get **up to a total of sixty days (60)** of paid sick leave per calendar year inclusive of 14 days of sick leave mentioned in the preceding paragraph.
12. Besides the gazetted public holidays, employee is entitled to fourteen (14) days paid annual vacation leave.
13. Any unutilized annual vacation leave at the end of the calendar year shall be **forfeited on 30 June of the following years**.
14. Unpaid leave shall be granted at the sole discretion of the employer. The employer reserves the right to terminate the employment without notice if employee is absent from work on unpaid leave without prior approval from the employer.
15. All leave applications must be made in writing and at least **seven (7) days** in advance and shall be approved at the absolute discretion of the employer.

COMPENSATION

16. Your basic monthly salary will be **S\$ 0.00 /- per month**.
17. You will **not be entitled** with Annual Wage Supplementary (AWS).
18. Any bonus or declarations of bonus shall be made at the sole and absolute discretion of the employer. In determining the amount of bonus, the employer shall consider work performance, amongst other factors.
19. The performance of employee will be reviewed periodically, and the employer shall make adjustments to current salary of employee as it sees fit.
20. The employer shall deduct from employee's salary and bonus all such sums it is authorized to deduct under the laws of Singapore, whether for employee's share of Central Provident Fund Contributions, withholding tax or otherwise.
21. Employee is *not* entitled to any transport allowance unless it is for visit to clients' premise, which is claimable on reimbursement basis.
22. The Employee will be provided with a performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

TERMINATION

23. Either party may terminate the contract by giving **thirty (30) day's written notice** or **thirty (30) day's salary in lieu of notice**.
24. The employer reserves the right not to give any reasons for termination.
25. The employer, however, has the right to **give immediate notice** before terminating services if the employee is guilty of misdemeanor, misconduct, negligence or breach of any of the terms of this Employment contract.
26. Upon the termination of the employment employee shall return to the employer all documents, records, items and materials in the possession or custody of employee belonging to the employer or its clients and employee shall not retain any copies (including electronic or soft copies) thereof.
27. During the notice period, employee shall handover all documents and materials relating to work and ensure a smooth transition of duties and responsibilities. If employee failed to complete the handover during the notice period, the employer shall be fully entitled to require and compel employee to **stay two (2) more weeks** after the notice period has ended to complete the hand over.

CONFIDENTIALITY

28. Employee shall not disclose to any third party any confidential information obtained during the course of employment unless expressly authorized by the employer.
29. Confidential information for the purposes of this contract includes and is not limited to trade secrets, business plans, strategies, financial information and any other information that will affect the employer's competitive position.
30. Obligations of employee to maintain confidentiality and secrecy shall apply after termination of employment until such time that the information is no longer confidential or has been made public by the employer.
31. Employee shall not without prior written consent of the employer destroy, make copies, duplicate or reproduce in any form the employer's confidential information.

NON-SOLICITATION

32. It is further acknowledged and agreed that following termination of the employee's employment with the employer for any reason the employee shall not hire or attempt to hire any current employees of the employer.
33. It is further acknowledged and agreed that following termination of the employee's employment with the employer for any reason the employee shall not solicit business from

current clients or clients who have been retained by the employer in the 6-month period immediately preceding the employee's termination.

GOVERNING LAW

34. This contract shall be governed by the laws of Singapore.

ENTIRE CONTRACT

35. This contract contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto

SEVERABILITY

36. The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

37. A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

IN WITNESS WHEREOF the Employer has caused this contract to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

WOELLY WILLIAM
On behalf of the employer

Name: **JAMES LEE TIECK POH**
Identification Number: **A40479412**