

THIS AGREEMENT is made this 1st February 2014

BETWEEN:

- (1) **Henry Allen Marketing (Cambodia) Pte Ltd**; a private limited company incorporated under the laws of Kingdom of Cambodia and having its registered office at #008 Street 608 Toul Kork Phnom Penh (the "Company"); and
- (2) **Henry Allen Marketing Pte Ltd**; a private limited company incorporated under the laws of the Republic of Singapore and having its registered office at 10 Anson Road #13-02, International Plaza, Singapore 079903, Co Regn No 201326005D (the "Company"); and
- (3) **Tan I-Shu Clemence**; a Singapore national holding passport number E5900166A, currently residing at A103 – 302 Camko City, Toul Kork, Phnom Penh, Cambodia.

1. APPOINTMENT AND TERM

- 1.1 You will be employed as a General Manager and you will perform all acts, duties and obligations and employ with such orders as may be designated by both Company which are reasonably consistent with that position. The Company may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties which are not reasonably within your capabilities.
- 1.2 The Employment will commence on a date to be confirmed and will, subject to the remaining terms of this agreement and after successful completion of your probationary period, continue until terminated by either party giving to the other not less than one weeks prior written notice.
- 1.3 Your notice period is 3 months.
- 1.4 No previous employment counts as part of your continuous employment with the Company.

2. PROBATIONARY PERIOD

- 2.1 The first 3 months of your employment will be probationary and your performance and suitability for continued employment will be reviewed throughout this probationary period.
- 2.2 The Company reserves the right, if it considers it appropriate, to extend the probationary period by a maximum of six further months.
- 2.3 Your employment may be terminated on one days notice given in writing by either you or the Company at any time during or at the end of this probationary period (or any extended probationary period). The Company may make a payment in lieu of notice at its discretion.

3. DUTIES

- 3.1 During the Employment you will:
 - 3.1.1 Devote the whole of your working time, attention and abilities to the business of the Company;
 - 3.1.2 Diligently exercise such powers and perform such duties as may from time to time be assigned to you;
 - 3.1.3 Use your best endeavours to promote, protect, develop and extend the business of the Company and any Group Companies in existence from time to time and not knowingly or deliberately do anything which is to its detriment;

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- 3.1.4 Comply with all reasonable and lawful directions given to you by the Company;
- 3.1.5 Promptly make such reports to your Manager on any matters concerning the affairs of the Company as are reasonably required;
- 3.1.6 Report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company or any other Group Company in existence from time to time to your Manager immediately on becoming aware of it; and
- 3.1.7 Promptly inform the Company if your partner or close relative is or becomes engaged by any competitor of the Company or any other Group Company.
- 3.1.8 The Company may issue policies, procedures and rules on the conduct that it expects from its employees and may amend or replace them from time to time. You must familiarise yourself with and comply with the content of any such policies, procedures and rules.
- 3.2 You may be required to carry out work for any Group Company at any time without additional remuneration.
- 3.3 The Company may at its sole discretion transfer this agreement, or second you on a full-time or part-time, temporary or permanent basis, to any other Group Company at any time.
- 3.4 While you work for or are seconded to any Group Company you will have the same obligations and owe the same duties towards that Group Company as you owe towards the Company under the terms of this agreement.

4. HOURS AND PLACE OF WORK

- 4.1 Your normal working hours are 8.30 am to 6.00 pm from Monday to Friday with one (1) hour lunch break, together with such additional hours as may be necessary for the proper performance of your duties.
- 4.2 You accept that the Company's needs may require you to work overtime or report to work outside of these normal working hours in order to meet important deadlines and ensure the success of the Company. For the avoidance of doubt, additional overtime payments will not be made.
- 4.3 Your normal place of work is **#008 Street 608 Toul Kork Phnom Penh, Cambodia** as you are required to undertake work and/or attend meetings at other sites, overseas.
- 4.4 You agree to travel (both within Singapore and abroad) as and when required for the proper performance of your duties. You may be required to undertake a secondment to one of the Company's overseas offices.

5. REMUNERATION

- 5.1 You will be paid a salary of USD \$48000 per annum, which will accrue from day to day and be payable out of Cambodia (USD \$24000 per annum) and Singapore (USD \$24000 per annum) by equal monthly installments in arrears on or before the last working day of each calendar month.
- 5.2 The Board will review your salary annually (except where notice has been served by either party to terminate this agreement). There shall be no obligation to increase your salary at any time.
- 5.3 In addition, the Company may in its absolute discretion pay you a bonus of such amount (if any), at such times and subject to such conditions as the Board may in its absolute discretion determine from time to time. You acknowledge that you have no right to receive a bonus and that the Company is under no obligation to operate a bonus scheme and that if the Company makes one or more bonus payments to you during the Employment it shall not become obliged to make any subsequent bonus payments. In any event, you will not be entitled to receive a bonus if the Employment has terminated (for any reason) or you are serving any period of notice (whether on Garden Leave or otherwise) at the time that bonuses are paid.

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- 5.4 The Company may deduct from your salary or any other payments due to you any sums owed by you to the Company or any other Group Company at any time.
- 5.5 In the event that you decide to leave Henry Allen Marketing (Cambodia) Pte Ltd, you shall refund any costs incurred including relocations allowances in full before your cessation date.

6. EXPENSES

- 6.1 You will be reimbursed all reasonable expenses relating to travel, accommodation, entertainment and other out of pocket expenses incurred on authorised company business in the proper performance of your duties.
- 6.2 Claims for expenses (detailed records supported by appropriate receipts) must be submitted to a director of the Company as soon as is practicable and in any event not later than one month after the expense has been incurred.
- 6.3 Expenses will be reimbursed at monthly intervals in arrears subject to submission of claims at least one week before the end of each month failing which they will not be reimbursed until the following month.

7. HOLIDAYS

- 7.1 You will be entitled to an initial 20 days paid holiday in each holiday year (being the period from 1 January to 31 December), together with the statutory public holidays declared by the Singapore government. In the respective holiday years in which the Employment commences or terminates, your holiday entitlement will be calculated on a pro rata basis for each complete month of service during the relevant year.
- 7.2 Holiday can only be taken with the advance approval of your Manager. Holiday is to be taken at such time or times as the Board shall consider most convenient having regard to the requirements of the Company's business. You will not without the consent of your Manager carry forward any accrued and unused holiday entitlement to a subsequent holiday year and you are not entitled to receive any payment in lieu in respect of such entitlement, save on termination as provided in clause 8.3. Should you obtain the necessary consent from a Director to carry forward accrued or unused holiday, this consent will be subject to a maximum of 5 days' holiday on the first year only.
- 7.3 On termination of the Employment, the Company may either require you to take any unused and accrued holiday entitlement during any notice period (but such holiday entitlement will be deemed to be taken during any period of Garden Leave or leave that has been carried over) or make a payment in lieu of that entitlement. If the Company terminates the Employment for any of the reasons in clause 14, you will not be entitled to any such payment in lieu in respect of any accrued holiday entitlement. If you have taken more holiday than your accrued entitlement, you will be required to reimburse the Company in respect of the excess days taken and the Company is authorised to deduct the appropriate amount from any sums due to you. Any payment in lieu or deduction made shall be calculated on the basis that each day of paid holiday is equivalent to 1/260th of your salary.

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8. SICKNESS ABSENCE

- 8.1 Provided you comply with the sickness absence procedures below (or such additional or alternative procedures as the Company shall notify from time to time), you will be entitled to sick pay in respect of any medical leave taken in any rolling 12 month period (the "Relevant Period") commencing on the first day on which any medical leave is taken on the following basis:
- 8.1.1 full pay in respect of the first 14 days of medical leave taken during the Relevant Period ;
 - 8.1.2 half pay in respect of the next 5 days of medical leave taken during the Relevant Period; and
 - 8.1.3 no pay in respect of any medical leave taken thereafter during the Relevant Period.
- 9.2 Following the expiration of any Relevant Period, the next applicable Relevant Period will commence on the day on which when you next take medical leave following the expiration of the previous Relevant Period You will notify your line manager by telephone before 8.30 am or as soon as is reasonably practicable on the first day of absence of the reasons for your absence and how long it is likely to last. If your absence is due to an illness or medical condition, you will normally be required to provide a recognised medical certificate upon returning to work for the period of incapacity in question. Further medical certificates must be provided to cover any further periods of incapacity.
- 9.3 You agree to consent to medical examinations (at the Company's expense) by a doctor appointed by the Company should the Company reasonably require and you will provide to that doctor copies of your medical records. The results of the examination may be disclosed to the Company and the Company may discuss such results with the relevant doctor. Alternatively, you may be asked to obtain a medical report from your physician or another person responsible for your clinical care and to provide this to the Company.
- 9.4 No sick pay under clause 8.1 will be paid on any day when:
- 8.4.1 a hearing is pending which relates to any aspect of your conduct or performance and which could result in the imposition of a warning, dismissal or other sanction;
 - 8.4.2 or you are in breach of your obligations in relation to medical examinations and reports set out above.
- 9.5 Any absence from work arising from pregnancy or birth delivery (where applicable), even when certified by an approved doctor or your physician, other than approved maternity leave, will automatically be treated as no-pay leave or time-off and not as medical or other leave.

9. TERMINATION

- 9.1 The Company may terminate the Employment at any time with immediate effect without notice and without payment in lieu of notice if you:
- 9.2
- 9.1.1 are guilty of gross misconduct or commit any material or (after warning) repeated or continued breach or non-observance of your obligations to the Company (whether under this agreement or otherwise) or if you refuse or neglect to comply with any reasonable and lawful directions of your Manager;
 - 9.1.2 are guilty of any fraud or dishonesty or act in a manner which in the opinion of your Manager brings or is likely to bring you or the Company or any Group Company into disrepute;
 - 9.1.3 are guilty of a serious and material breach of any of the Company's rules, regulations or policies from time to time;
 - 9.1.4 are convicted of any criminal offence (other than a motoring offence for which a

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- 9.1.5 non-custodial penalty is imposed);
 - 9.1.6 have provided false or misleading information to the Company in respect of your suitability for the Employment or your qualifications and experience;
 - 9.1.7 become bankrupt or make any arrangement with or for the benefit of your creditors;
 - 9.1.8 become of unsound mind or a patient under any statute relating to mental health;
- 9.3 The rights of the Company under clause 14.1 are without prejudice to any other rights that it might have at law to terminate the Employment or to accept any breach by you of this agreement as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

10. NOTICES

Any notice to be given under this agreement shall be in writing. Notices may be given by either party by personal delivery or post or by fax addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of you) either to your address shown in this agreement or to your last known address and shall be deemed to have been served at the time at which it was delivered personally or transmitted or, if sent by post, would be delivered in the ordinary course of post. For the avoidance of doubt, no notices may be served by e-mail except with the written consent of the other party.

11. CONSTRUCTION

- 11.1 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 11.2 Any reference to a statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- 11.3 Any reference in this agreement to writing or cognate expressions includes a reference to cable, facsimile transmission or comparable means of communication.
- 11.4 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and vice-versa, and words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- 11.5 The schedules to this agreement, if any, form part of and are incorporated into this agreement.
- 11.6 Reference to clauses are reference to the clauses of this Agreement.
- 11.7 The headings and sub-headings of the clauses of this Agreement are inserted for ease of reference only and shall not affect the interpretation thereof or of this Agreement.
- 11.8 The term "working days" includes Saturdays and Sundays but excludes public holidays in Singapore.
- 11.9 No modification, variation or amendment to this agreement shall be effective unless such modification, variation or amendment is in writing (not including e-mail) and has been signed by or on behalf of both Parties.

12. THIRD PARTY RIGHTS

Save as expressly provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third parties) Act (Cap 53B) of Singapore to enforce or enjoy the benefit of any term of this agreement.

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13. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

14. ASSIGNMENT

None of the rights or duties of the parties under this agreement may be assigned, transferred, sub-contracted or delegated.

15. ACCRUED RIGHTS

The expiration or termination of this agreement shall not operate to affect such of the provisions of this agreement as are expressed to operate or have effect after then and shall be without prejudice to any accrued rights or remedies of the parties.

16. NO WAIVER

The failure of a party at any time to require observance or performance by the other party of any of the provisions of this agreement shall in no way affect such party's right to require such observance of performance at any time thereafter, nor shall be waiver of any subsequent breach of such provision. The rights and remedies provided in this agreement are cumulative and in addition to any rights or remedies otherwise provided by law.

17. SEVERABILITY

If any provision of this agreement shall be determined to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of all remaining provisions contained herein shall not in any way be affected or impaired thereby; and the invalid, illegal or in enforceable provisions shall be interpreted and applied so as to produce the closest legal, economic and commercial result intended by the parties.

18. GOVERNING LAW

- 18.1 This agreement and all matters arising from or connected with it are governed by, and shall be construed in accordance with, the law of the Kingdom of Cambodia.
- 18.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Cambodia over any claim or matter arising out of or relating to this agreement.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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IN WITNESS whereof this deed has been entered into the day and year first above written.

The COMMON SEAL of)
Henry Allen Marketing (Cambodia) Pte Ltd)
was hereunto affixed in the)
presence of:)

Name Tan Choo Kok. Signature
Designation Managing Director.



SIGNED, SEALED AND DELIVERED)
By Tan I-Shu Clemence)
in the presence of:

Signature of witness *[Signature]*

Name Tan I Shu Clemence.

Address Camko City.....
.....

Occupation General manager..



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[Signature]