

Dear Mr. CHUN Pheakdey,

LETTER OF APPOINTMENT

Position

We are pleased to offer you the position of **Systems Engineer outsourced resource of VMware International Ltd** based in Cambodia (hereafter referred to as the Company also) with effect from **1st October 2017**. The contract is for one year and ends on 30th September 2018.

- The position is based in Phnom Penh, Cambodia. However, the Company reserves the right to transfer, assign or depute your services to its other Offices/Branches in Cambodia or any of its Group Companies at any location, subject to suitable adjustments to salary and other benefits, wherever necessary.

Hours of Work

- You will observe the normal hours of work as applicable to the office in which you are employed and such additional hours as may be necessary for the efficient and proper execution of your duties. You will have to work for such extra hours as may be necessary due to exigencies of your duties and you will not be entitled to any extra remuneration for such work, as per company's policies from time to time.

Salary

- Your Basic salary will be **US\$ 1866.67/=** per month (United States Dollars One Thousand Eight Hundred Sixty Six and Sixty Seven Cent Only) and pro-rated for any part of a month of employment as necessary.
- Variable Commission **US\$ 466.67** (United States Dollars Four Hundred Sixty Six and Sixty Seven Cent Only). This is dependent on 100% achievement and paid quarterly.
- The company will offer you US\$5 for Corporate Connection, US\$ 50 for transportation Allowance & US\$20 for Mobile allowance
- You are entitled for a basic handset and corporate connection.
- Any further increase in salary will be on basis of merit and performance over the year.
- All personal income tax and local tax, if any payable on your salary and other benefits from the Company, are to be borne by you.

Deduction from salary

- The employer shall have the right to deduct from your salary or any moneys due to you, any dues to the Company either during employment or on termination of employment.

Probationary period

- (a) Subject to your performance and progress being found satisfactory, you may be confirmed in your appointment at the end of the three months period;
- (b) Your probation may be extended by a further (maximum) period of three months by the end of which your overall performance and progress will be reviewed for confirmation /non-confirmation in your appointment and in the latter case, your service with Thakral One Company will automatically cease.
- (c) In the course of your probationary period, the company may terminate your employment without assigning any reason whatsoever by giving notice in writing as per clauses applicable under the Cambodian Labor law.



After confirmation in Appointment:-

Following your confirmation in your appointment, your service with Thakral One Company shall continue subject to earlier determination in any manner hereinafter provided:-

- (a) Your service may be terminated at any time by either party giving notice to the other at as per the clauses applicable under the Cambodian Labor law of the Kingdom of Cambodia. Further provided that should you wish to resign on any ground acceptable to the Company, you may be permitted to do giving such period of notice as the Company may require and as at the date of such resignation, you may be entitled to receive only accrued salary, if any, due from the Company and after such resignation from the company, you will not be entitled to receive any benefits/incentives for earlier service/work which the company may consider to declare at later date.
- (b) If at any time during your employment by the Company, you are guilty of any misconduct or shall neglect to give your whole time and personal attention to your duties or shall absent yourself without leave except in the course of illness or accident, or shall fail to keep such accounts or records as the Company shall, from time to time, require of the trading transactions with which you are concerned, or to furnish accounts or records when required or shall disobey or neglect to comply with any lawful orders or directions of the Company, then in any such case the Company shall terminate your employment forthwith without any notice or payment in lieu of notice.
- (c) If you shall be incapacitated by reason of ill-health or accident from performing your duties, then your employment shall, at the option of the Company be terminated and you shall not be entitled to claim any compensation from the Company in respect of such termination. You would however, receive from the Company all accrued benefits to which you are entitled to at the date of termination.
- (d) If you commit any material breach of your obligation or commit an act of bankruptcy or are compounded with your creditors generally, then in any such case the Company will terminate your employment forthwith without any notice or payment in lieu of notice.
- (e) Any notice required to be given under the preceding paragraphs may be given by the Company to you either personally or by sending it by post to you at your last known address. Any notice required to be given by you to the Company may be given by leaving the same with the Admin Manager of the Company or by sending it by post to the registered office of the Company. Where a notice is sent by post service, the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course.
- (f) You have to submit proof of your residence at the time of joining and also when you change your residence in future. Failure to do so shall be a breach of contract.
- (g) Failure to comply with any of the terms of the contract will make the employee liable to reimburse to the company one month's salary amount upon voluntary resignations.

Annual Leave

- You will be entitled to 14 days paid leave in each year of service. Leave should be taken annually with at least 30 days written notice. Annual Leave, for the current year, can be carried forward for a maximum of one year and will automatically lapse at the end of the second year.
- Annual Leave cannot be converted into cash, unless the Company has refused the same to you for Business Purposes.

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- Annual Leave cannot be combined with any other leave except on medical grounds and on the recommendation of a recognized Medical Practitioner.

Leave

- You will be allowed, besides leave as detailed above, to take those public holidays which are generally observed in your place of assignment and are approved by the Company except, when it is required by the exigencies of your duties to work on such public holidays.

Medical Benefits

Upon confirmation at the end of probation period, you will be covered under group hospitalization insurance scheme through our Head Office in Singapore.

Code of Conduct and Letter of Undertaking

- Your appointment is also subject to you signing and returning the Code of Conduct & Understanding letter attached herewith.

Other Employment terms

- In addition to the employment terms covered in our standard terms of service, your appointment shall also be subject to office rules and regulations and other procedures as may be made known to you from time to time. If you are accepting our offer, please endorse and return the duplicate of this letter.

We take this opportunity to welcome you and trust that you will give your best to the organization.

For Thakral One Company Limited



I agree and accept all the terms and conditions stated in this letter of appointment.



Signature

Name :

Mr. CHUN Pheakdey

Cambodian ID No.:

Date :

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CODES OF CONDUCT & LETTER OF UNDERTAKING

Upon my employment by Thakral One Company Limited (the Company), I declare that I shall conform strictly to the Laws and Regulations of the Royal Kingdom of Cambodia, as well as to accepted standards of business ethics and I shall also abide by the Code of Conduct and Undertakings as set out below:-

1. Conflict of Interest

- (a) During the tenure of my service with the Company, I shall devote the whole of my time, attention and skill to the duties of my office to the best of my ability and shall faithfully and diligently perform such duties and exercise such powers as may from time to time be assigned to or vested in me and shall obey the reasonable and lawful directions of the Company or any superiors therein.
- (b) I shall do all in my power to promote and develop and extend the business of the Company both within Cambodia and elsewhere and shall not (except with consent in writing from directors of the Company) directly or indirectly engage or be concerned or interested in any other business competing or associated in any respect with the business of the Company. I shall not become the beneficial owner of 5% or more of the shares or securities of any public or private company without the consent of the Company.
- (c) I shall not at any time, whether during or after the termination of my appointment, divulge or communicate to any unauthorized person any of the trade secrets or other confidential information belonging or relating to any member of the Company or acquired by me in the course of my employment. In case I happen to leave the services of the Company for any reasons, I shall not retain with me without the prior consent of the Company, any property, documents, files, written or other matter belonging to the Company.
- d) I undertake that I will keep to myself the secrets of the Company, its subsidiary companies/associates and any company, firm or person with whom the Company or any of its subsidiary companies may at any time during the continuance of employment be in commercial or technical co-operation or association.
- e) These undertaking bind me expressly, both during the period of employment by the Company, and also at all times after its termination, so as not to divulge any confidential information to any unauthorized person or to utilize any secrets or knowledge of any matter which is deemed to be of confidential nature, acquired by me in consequence of the employment with the Company, to the detriment or prejudice of the Company or its associates.

2. Illegal Gratification and Corrupt Practices

- (a) **Solicitation and/or Acceptance of Corrupt Payments**
I, shall not solicit or accept gratification of any kind, be it cash, gift or favour, either directly or indirectly or through another person, or from any enterprise or employee or agents of that enterprise, in return for doing anything or refraining from doing anything relating to a business transaction between the Company and the enterprise.
- (b) **Making Corrupt Payments**
I, shall not offer, give or promise any gratification of any kind, directly or indirectly, to any employee of any enterprise or agent thereof as a means of persuading that person to do or refrain from doing anything relating a business transaction between the Company and the enterprise.

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(c) **Commissions**

I shall not accept or pay commissions, or a percentage of a commission as part of any payment arising from a commercial transaction other than those, which I am legally entitled.

3. **Gifts**

I shall not accept any kind of gifts, directly or indirectly, or allow payment of bills incurred by spouse, my children or me by an enterprise having a business transaction, or any agent or any employee of such enterprise. If such gifts are offered they shall be refused on the grounds that they contravene company regulations.

4. **Entertainment**

I understand and accept that the entertainment of an employee, his spouse and children by a person or an enterprise having a business transaction with the Company should be restricted to within reasonable bounds. Lavish entertainment, which would influence the employee in the performance of his duties, is strictly forbidden.

5. **Price Sensitive Information**

I understand and accept that price-sensitive information is strictly confidential to the employee concerned alone and should not be discussed or divulged to another person except in an official capacity. In this context, any information is classified as price-sensitive, which, if known to an outsider, is likely to have an effect on the price of any of the Company's products. This includes information on profitability, new issue, dividends, cash flow, mergers, acquisitions, and major capital outlay.

6. **Undertaking extended to the Group**

I acknowledge the fact that the Company is part of a Group of Companies and accordingly I agree that my undertakings in this agreement:

- a. Extend to the affairs of any other Company in the Group.
- b. Exist for the protection of all the Companies in the Group and not merely the Company in which I will be employed.

7. **Interpretation**

In case of any doubt on the above Code, the interpretation of the Company shall be taken as conclusive and final.

Employee's Name: Mr. CHUN Pheakdey

Employee's Signature: 

Date:

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