



Employment Agreement PART I

Effective Date: 04/07/2022

BETWEEN

Company : Ace Resource Advisory Services Sdn Bhd

Address : Level 5, Wisma Averis, Tower 2, Avenue 5,
Bangsar South, No.8, Jalan Kerinchi,
Kuala Lumpur,
59200, Malaysia.

Co. Reg. No. : 1034193-T

AND

Employee : Narmadha Haribabu

ID / Passport no. : P2315461

Address : A-35-01, Suasana Sentral Condominium, Jalan Stesen Sentral 5, Briekfields,
Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur,
50470, Malaysia.

1. Incorporation

This Employment Agreement ("Agreement") comprising:

- (a) Part I (Execution Section),
- (b) Part II (Standard Terms and Conditions for Employment),
- (c) Part III (Restrictive Covenants), and
- (d) any other parts or documents incorporated in this Agreement, constitutes the entire agreement between the Employee and the Company.

For the avoidance of doubt, any letter of offer issued and/or signed prior to this Agreement shall be replaced and superseded by this Agreement and such letter of offer (if any) shall be null and void.

2. Conflict of Terms

In the event there is a conflict or inconsistency of terms, the conflict shall be resolved by giving preference in the following order:

- (a) Part I (Execution Section),
- (b) Part II (General Terms and Conditions),
- (c) Part III (Restrictive Covenants), and
- (d) any other parts or documents incorporated in this Agreement, to the extent of such conflict.

3. Background

The Company desires to employ the Employee and the Employee has agreed to accept and enter into such employment, upon the terms and conditions set out in this Agreement.

4. Commencement Date (under Clause 1.1 of Part II)

Subject to the fulfilment, or waiver by the Company, as the case may be, of the conditions set out in Clause 2.2 of Part II, the Employee shall commence employment with the Company on 29/08/2022.

5. Appointment (under Clause 2.1 of Part II)

Position: Head of QA (Level: Senior Manager), Based in Kuala Lumpur.

6. Reporting Line

The Employee shall report to the Chief Digital Officer or such other person(s) as the Company may direct from time to time.

Initials	
Company	Employee
Rafe	W - Noor



7. Salary (under Clause 4 of Part II)

The Employee's gross base salary will be MYR21,500.00 per month, payable in arrears on or around the end of each month.

8. Working Hours

- (a) The standard working week is 42.5 hours exclusive of a one-hour luncheon break and excluding any gazetted public holidays or other holidays which may be stipulated under law in the country indicated above in this Part I. Your working week will be determined based on the work that is assigned to you. The Company business operations runs in a window from 8.00 am to 8.00 pm and your rest day will be determined in line with your assigned working week.
- (b) Subject to applicable law, the The Company may at any time on issuance of one month's prior notice in writing requires you to work on a different work pattern/work week. In such circumstances, you will be allocated to an appropriate roster until further notice.
- (c) Subject to applicable law, you should be prepared to work in excess of or outside the hours of work provided herein, on Saturdays / Sundays and Public Holidays in the event that your service is required by the Company and/or the Group. Any claim in relation to overtime work is subject to Company policies stipulated in the Staff Handbook.

9. Probation Period (under Clause 1.1 and Clause 3 of Part II)

6 Month(s) from the Commencement Date, subject to the Company's right to extend such Probation Period for such further period as may be notified to the Employee.

10. Annual Leave (under Clause 9.1 of Part II)

15 working days of annual leave, or such pro-rated days as may be applicable for less than a year's work.

11. Notice Period (to terminate Employment Agreement) (under Clause 13.1 of Part II)

- (a) During the Probation Period, 1 Month written notice will apply.
- (b) After the Probation Period, 3 Month(s) written notice will apply.

12. Notices to the Company (under Clause 17 of Part II)

Ace Resource Advisory Services Sdn Bhd

Level 2, Tower 2, Avenue 5,
Bangsar South City, No.8 Jalan Kerinchi,
Kuala Lumpur,
59200, Malaysia.

13. Notices to the Employee (under Clause 17 of Part II)

A-35-01, Suasana Sentral Condominium, Jalan Stesen Sentral 5, Briekfields,
Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur,
50470, Malaysia.
Email: narmadhah@gmail.com

14. Language (under Clause 21 of Part II):

English.

15. Governing Law (under Clause 23 of Part II):

Laws of Malaysia.

16. Dispute Resolution (under Clause 23 of Part II):

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Asian International Arbitration Centre (Malaysia) ("AIAC") Arbitration Rules.
- (b) The seat of the arbitration shall be Malaysia.
- (c) The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

Initials	
Company	Employee
Rafe	M-Naveen



17. Amendments to Part II

The terms of Part II shall apply to this Agreement subject to the following amendments set out herein:-

1. Clause 7 Taxation

The following new Clause 7.2 shall be inserted after Clause 7.1:

"7.2 The Company shall comply with all applicable requirements under law to make monthly scheduled deductions and/or withhold the Employee's final salary until tax clearance from the Inland Revenue Board is obtained."

2. Clause 14 Garden Leave

Clause 14.1 shall be amended as follows (as underlined and/or deleted)::

"14.1 At any time after the Employee or the Company has given notice to the other to terminate the employment in accordance with the terms of this Agreement, the Company may, at its sole discretion during any such Notice Period (or any part or all of the Notice Period) ("Garden Leave") do any or a combination of the following."

3. Clause 15 Incapacity

The following new Clause 15.4 shall be inserted after Clause 15.3:

"15.4 If the Employee is subject to the Malaysia Employment Act, he/she shall be entitled to paid sick leave as provided for under applicable law."

4. Clause 16 Personal Data

Clause 16 shall be deleted and substituted with the following:

"16. The Employee hereby agrees and undertakes to sign a Personal Data Notice and Consent Form that will be made available to the Employee by the Company in both the English and Malay language."

18. Other Terms and Conditions

Completion Bonus:

You will be entitled to a Completion Bonus of MYR21,500.00 on your successful completion of 06 months, 12 months and MYR43,000.00 on your successful completion of 24 months continuous service subject to achievement of agreed Key Performance Indicators at performance rating of 3.

In the event that the Employee terminates, or gives notice of termination of his/her employment, or is terminated, or given notice of termination, for cause by the Company before the date the above-mentioned Completion Bonus is payable to him/her, the Employee will cease to be entitled to receive the said Completion Bonus.

AGREED & ACCEPTED

BY SIGNING THE EXECUTION PORTION BELOW & INITIALLING EVERY PAGE IN THE INITIAL BOXES PROVIDED, THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH EFFECT FROM THE EFFECTIVE DATE.

Company

A handwritten signature in black ink, appearing to read 'Wong Chee Yen'.

Name : Wong Chee Yen
Title : Head, Human Resources
For and on behalf of Ace Resource Advisory Services Sdn Bhd

Employee

A handwritten signature in black ink, appearing to read 'Narmadha Haribabu'.

Name : Narmadha Haribabu
ID / Passport no. : P2315461

Initials	
Company	Employee
Rafe	SH-Nay

EMPLOYMENT AGREEMENT

PART II – STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Affiliate" means, with respect to a Party, any person or entity that directly or indirectly Controls, is Controlled by or is under Common Control with that Party. Without limiting the generality of the above, a holding company or subsidiary of any Party from time to time shall be deemed to be an Affiliate of that Party.

"Agreement" has the meaning set out in Part I.

"Bonus" refers to any discretionary bonus which the Employee may be eligible to receive under the terms of Clause 5 of this Part II.

"Company" means the company indicated in Part I.

"Commencement Date" means the date indicated in Part I or if later, the date on which the Company has notified the Employee that all of the conditions in Clause 2.2 of this Part II have either been satisfied or if applicable, waived.

"Confidential Information" has the meaning set out in Clause 11 of this Part II.

"Control" means, with respect to any Party:

- (i) the legal or beneficial interest in any shares or other equity securities either directly or indirectly in that Party and/or relevant entity; or
- (ii) the right to appoint majority of the board of directors or equivalent management body of such Party and/or entity; or
- (iii) the power to direct its policies and management or equivalent body irrespective of the shareholding of the Party and/or entity.
(the expressions "Common Control", "Controlling" and "Controlled" shall have the corresponding meanings).

"Employee" means the employee indicated in Part I.

"Garden Leave" has the meaning set out in Clause 14 of this Part II.

"Group Company", "Group Companies" or "Group" have the meaning set out in Clause 2 of this Part II.

"Incapacity" means any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out his/her duties.

"Intellectual Property Rights" means trade marks, service marks, rights in trade names, business names, logos, patents, rights in inventions; registered and unregistered design rights; copyrights; database rights; rights in domain names and URLs, and all other similar rights in any part of the world (including in Confidential Information) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

"Notice Period" has the meaning set out in Part I.

"Parties" means the Employee and the Company; and **"Party"** means any one of them, as the case may be.

"Probation Period" has the meaning set out in Part I.

1.2 In this Agreement:

- (a) a reference to Party, in the case of the Company, includes its successors and permitted assigns;
- (b) the headings in this Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement; and
- (c) references to Parts or Clauses are references to Parts or Clauses of this Agreement.

2. APPOINTMENT

2.1 The Employee shall be employed in the position and based in the country as indicated in Part I.

2.2 The Employee's employment with the Company is subject to:

- (a) the Employee passing a pre-employment medical check-up by a doctor approved by the Company;
- (b) where applicable, the Employee successfully obtaining the approval of the relevant work visa or employment pass (or equivalent) required by the Employee to reside and work for the Company in the country as indicated in Part I; and
- (c) reference and background checks on the Employee being satisfactory to the Company.

2.3 The Employee acknowledges and agrees that he/she may be assigned from time to time to work for or be seconded to any of the Company's Affiliates ("Group Companies", "Group Company" or collectively, "the Group") in a position compatible with his/her skills and experience, whether on a project or fixed-term basis, in countries where the Group is located or intends to expand into.

2.4 The Employee may be required to travel according to work exigencies relevant for his/her job function.

2.5 The Employee's working hours are indicated in Part I.

3. PROBATION

3.1 Subject to Clause 13 of this Part II:

- (a) the Employee will be put on probation for the Probation Period; and
- (b) the Company will notify the Employee in writing at the end of the Probation Period (or if such Probation Period is extended, after the end of such extended period), whether the Employee's employment is confirmed. The Company may also, at its sole discretion, extend the Probation Period for a further period as may be deemed appropriate by the Company. The Employee will continue to be placed on probation until the Employee is advised of his/her confirmation in writing.

4. SALARY

4.1 The Employee shall receive a base salary as indicated in Part I. The Employee's salary will be subject to review in accordance with the Company's practices and policies from time to time.

4.2 The Employee hereby agrees that the Company shall be entitled to deduct from any sums payable to the Employee (whether relating to salary, bonus or any other payments which the Employee may be awarded) and all such sums which the Company is entitled, authorised and/or required under applicable law to deduct, such as tax withholding at source (if

Initials	
Company	Employee
Rafi	SA

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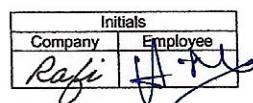
- applicable) and contributions to the relevant employee provident fund (if applicable), any sums which the Employee owes to the Group (to the fullest extent permitted by law) as well as such other sums as may be agreed with the Employee from time to time.
- 5. BONUS**
- Subject to any applicable provisions relating to bonus set out in Part I, the Company may, at its sole and absolute discretion, grant a Bonus, the time of payment and quantum of which and such other terms and conditions applicable to such bonus will also be at the Company's discretion. The payment of any Bonus in one year will not create or give rise to any entitlement to the right to receive a Bonus (or any minimum Bonuses) in any subsequent year.
- 5.2 To be eligible to receive a Bonus, as at the date of payment of the Bonus, the Employee:
- (a) must be a confirmed employee of the Company;
 - (b) must still be in active employment with the Company; and
 - (c) must not have tendered his/her resignation, received notice of termination from the Company or be serving out his/her Notice Period.
- 5.3 The grant of any Bonus shall be discretionary on the part of the Company, taking into account such factors the Company may deem appropriate from time to time, such as, for example, the Company's performance and the Employee's contribution to it.
- 5.4 If the Employee is under investigation and/or suspended from employment for misconduct related reasons, the Employee's eligibility to receive a Bonus (and the quantum of such Bonus, if any) will be postponed pending the conclusion of any such investigation and any subsequent disciplinary hearing.
- 6. CONTRIBUTIONS REQUIRED UNDER LAW**
- 6.1 Where applicable, the Employee is required to contribute to the relevant employee provident fund, social security and employment insurance scheme (or any such equivalent in the Employee's jurisdiction) in accordance with the relevant laws of the Employee's jurisdiction.
- 7. TAXATION**
- 7.1 All personal income tax associated with the Employee's employment on all remuneration payable and benefits provided to the Employee under this Agreement in all countries in which the Employee is assessed shall be borne by the Employee.
- 8. PERFORMANCE OF DUTIES AND CONFLICT OF INTEREST**
- 8.1 The Employee will be required to carry out such duties and responsibilities as may be assigned to the Employee by the Company and/or any Group Company including (i) carrying out the duties of the Employee's appointment on behalf of any Group Company; (ii) if so requested by the Company or any Group Company, acting as a director or other officer of the Company and/or the relevant Group Company or holding any other appointment or office as nominee or representative of the Company and/or Group Company; and (iii) carrying out such duties and the duties attendant on any such appointment as if they were duties to be performed by the Employee on behalf of the Company and/or the Group. The Employee shall at all times faithfully and diligently attend to these in compliance with any applicable policies and procedures of the Group and will endeavour, at all times and to the best of his/her ability, to protect the interests of the Company and the Group.
- 8.2 The Employee will not, except with the express written permission of the Company, engage directly or indirectly in any other business or occupation whatever as principal, agent or otherwise, or engage in any activity to the detriment, whether direct or indirect, of the Company's or any other Group Company's interests during his/her employment with the Company.
- 8.3 The Employee will at all times, whether during or after the termination of his/her employment, undertake at the reasonable request of the Company to assist in any legal proceedings which may be related to, arise out of, and/or be in connection with the performance of his/her duties and responsibilities related to his/her employment.
- 8.4 Any confidentiality agreement and/or declaration of business and financial relationships or other forms of declaration (if any) signed by the Employee shall form part of the terms of employment and be enforceable thereunder.
- 8.5 The Employee acknowledges that the policies, rules, regulations, codes or procedures of the Company as amended from time to time, including the staff handbook and code of conduct, form directions from the Company with which the Employee is required to comply during his/her employment with the Company even though such policies, rules, regulations, codes or procedures of the Company do not form part of this Agreement. If there is any conflict between the Company's policies, rules, regulations, codes or procedures, the terms of this Agreement will prevail. The Company reserves the right, in its absolute discretion, to supplement, change, discontinue or amend its policies, rules, regulations, codes or procedures at any time and will communicate any such changes as soon as practicable.
- 9. ANNUAL LEAVE**
- 9.1 Subject to applicable law, the Employee shall be entitled to the number of days of annual leave as stated in Part I in each calendar year of continuous service and such annual leave entitlement shall be pro-rated accordingly for any incomplete years of service.
- 9.2 The Employee should take his/her annual leave in the year it falls due and at such time as convenient to the Company, although every effort shall be made to accommodate the Employee's request.
- 9.3 Subject to applicable law, the Employee is encouraged not to take paid annual leave during the Probation Period.
- 9.4 Save as otherwise required by law, the Employee can carry over a maximum of half his/her entitlement of annual leave to the following year. Any leave in excess of half the Employee's entitlement of annual leave shall be forfeited if not used by 30 June of the following calendar year.
- 10. MEDICAL ATTENTION**
- Subject to applicable law:
- 10.1 and subject to confirmation of the Employee's employment, the Company will meet the cost of normal and reasonable medical treatment and medicines provided by the Company's appointed doctors in accordance with its applicable policies and procedures in force from time to time;
- 10.2 it is a condition of service that the Employee use the Company's appointed doctors at all times except in the case of emergency outside normal office hours when a private practitioner may be consulted. The private practitioner must be registered with the relevant medical board, which is recognized by the applicable

Initials	
Company	Employee
Rafi	AA

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- government. The Company's doctors shall take over the case if necessary as soon as practicable thereafter;
- 10.3 and subject to confirmation of the Employee's employment, the Company will also meet the cost of hospitalization and surgical expenses, subject to the limits insured under the Company's Group Hospitalization and Surgical Policy (or such relevant Policy as is in force from time to time), details of which are available upon request from the Human Resource Department;
- 10.4 and without prejudice to maternity entitlements under applicable law, the Company will not meet pregnancy, confinement, optician costs, or any costs connected with psychiatric treatment, drug or alcohol addiction, cosmetic surgery (other than reconstructive surgery necessary as a result of an accident or injury occurring while the Employee is employed by the Company) or costs arising out of self-inflicted injury.
- 11. CONFIDENTIALITY**
- 11.1 The Employee acknowledges that, during the course of his/her employment with the Company and/or service to a company within the Group, the Employee shall have access to highly confidential and trade secret information of the Company and the companies within the Group, including information regarding the Company's or the Group's business practices and products, intellectual property rights, services, cost information, processes, finances, compensation, client lists, employees, drawings, marketing plans and strategies, investment strategies, techniques, know-how, pricing, methodologies, internal resources, research and development, software and other technology (other than information which is available to the general public or is generally available within the relevant business or industry other than as a result of any unauthorised disclosure), the disclosure of which would result in irreparable harm to the Company and the Group and provide a competitor with an unfair advantage over the Company and the Group ("Confidential Information"). To protect the Confidential Information of the Group, the Employee agrees that both during and at all times following termination of his/her employment under this Agreement, the Employee shall maintain the confidentiality of the Company's and the Group's Confidential Information and shall not use such Confidential Information other than in the course of his/her duties as an employee of the Company for the benefit of the Company or the Group. The Employee agrees that all Confidential Information is, and shall at all times remain, the sole and exclusive property of the Group and the Employee shall not, except as authorised by the Company, remove any Confidential Information (or copies of such Confidential Information) from the office premises.
- 11.2 If the Employee become legally compelled to disclose any Confidential Information, the Employee shall provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the Employee shall furnish only that portion of such Confidential Information or take only such action as is legally required by binding order and the Employee shall exercise reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded to any such Confidential Information.
- 11.3 Upon termination of employment, or at the request of the Company or any other Group Company, the Employee shall return to the Company or applicable company within the Group any documents or storage media containing any Confidential Information in his/her possession or subject to his/her control, whether in physical or electronic form, in good condition and shall, at the Company's request sign an undertaking that he/she has complied in full with his/her obligations under this Clause 11.
- 11.4 Except as may be required by applicable law or legal process, the Employee shall not discuss or reveal details of his/her salary, employment benefits or other provisions of this Agreement or any secondment agreement to any of the officers, directors or employees of the Company or the Group.
- 11.5 The Employee shall not:
- publish or cause to permit to be published any opinion, factor or material, in any medium, relating to the business of the Company or any Group Company or any of its or their customers without the prior written consent of the Company; or
 - otherwise communicate to anyone, using any medium, under any circumstances, any derogatory or disparaging statements about, or any statement which is calculated to, or might reasonably be expected to damage the reputation or interests of, the Company, any Group Company or any of its or their directors, officers or employees, save where required to do so by applicable law or regulation.
- 11.6 The provisions of this Clause 11 shall survive the termination of the Employee's employment with the Company.
- 12. INTELLECTUAL PROPERTY**
- 12.1 The Employee may, alone or jointly with others, conceive, discover, suggest, create, reduce to practice or develop services, products, materials, know-how, reports, models, drawings, designs, photographs, graphics, computer programs, lists, databases, techniques, inventions, ideas, methods, discoveries, improvements, innovations and all other intellectual capital related to the Company's or the Group's current or future businesses during, or as a result of, his/her employment with the Company ("Developments").
- 12.2 The Employee acknowledges that all Intellectual Property Rights in the Developments whether existing now or brought into being in the future, shall automatically, on creation, vest in the Company or the relevant Group Company absolutely.
- 12.3 Without the right to claim for any additional compensation and to the fullest extent permitted by law, the Employee hereby assigns to the Company or any other Group Company as he/she may be directed by the Company to do so, his/her rights and interests in all Developments and the Intellectual Property Rights subsisting in the Developments, whether or not patentable or registrable under copyright or similar statutes. Developments assigned pursuant to this paragraph shall include in particular such Developments made using the Company's or any Group Company's equipment, facilities, resources or trade secrets and information. The Employee shall not attempt to secure registration or similar protection in any part of the world for any Intellectual Property Rights subsisting in the Developments unless requested to do so by the Company.
- 12.4 The Employee understands and agrees that the Company or the Group, as applicable, exclusively owns all intellectual property rights, including all copyright and trade secret rights and all other Intellectual Property Rights, to such Developments. The Employee agrees to disclose to the Company promptly and fully all future Developments and, at any time upon request and at the expense of the Company, to execute, acknowledge and deliver to the Company all instruments that the Company shall prepare, to give evidence and to take any and all other actions that are necessary or desirable in the reasonable opinion of the Company, to enable the Company to file and prosecute applications for, and to acquire, maintain, defend and enforce, all letters patent, trademark registration, copyrights and all other Intellectual Property Rights covering or subsisting the



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PART II – STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

Developments in all countries in which the same are deemed necessary by the Company.

- 12.5** Rights and obligations under this Clause 12 will continue after termination of this Agreement.

13. TERMINATION

- 13.1** Either the Employee or the Company can terminate this Agreement by giving the other written notice to that effect of at least the Notice Period set out in Part I.

- 13.2** At any time after notice of termination has been given by either Party, the Company may, in its absolute discretion, pay the Employee his/her basic salary in lieu of any unexpired Notice Period (or any part thereof) or if applicable, place the Employee on Garden Leave for all or any part of the Notice Period. For the avoidance of doubt, all service benefits associated with his/her employment will cease on his/her last day of employment with the Company.

- 13.3** The Employee may not apply for annual leave to shorten the relevant Notice Period except with the express written agreement of the Company. However, the Company may require the Employee to take any accrued and outstanding annual leave during Notice Period.

- 13.4** During the Notice Period, regardless of whether the Employee is placed on Garden Leave or not:

- (a) the Employee shall provide such assistance as the Company may require, including but not limited to taking best efforts measures to ensure that the Company is able to maintain its regulatory licenses and to effect an orderly handover of the Employee's duties and responsibilities to any individual appointed by the Company to take over his/her role or responsibilities; and
- (b) the Employee shall make himself/herself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- 13.5** Notwithstanding Clauses 13.1 and 13.2 of this Part II and without prejudice to the Company's rights under common law, if applicable, the Company shall, subject to applicable law, have the right to terminate the Employee's employment with notice taking immediate effect and without making any payment in lieu of notice if any of the following occurs:

- (a) the Employee neglects, refuses, fails or for any reason becomes unable to perform his/her duties (save for Incapacity) under this Agreement or to comply with any reasonable instruction, order or direction from the Company and/or the Group;
- (b) the Employee is guilty of any misconduct whether or not in the performance of his/her duties or commits any act which in the opinion of the Company and/or the Group is likely to bring the Company and/or the Group into disrepute whether or not such act is directly related to the affairs of the Company and/or the Group;
- (c) the Employee commits any material breach of any of his/her duties and obligations under this Agreement or of any of the Company's rules, regulations, codes or procedures as amended from time to time, including the staff handbook and code of conduct;
- (d) the Employee becomes of unsound mind, is insolvent or bankrupt, or is charged with any criminal offence (other

than a motoring offence which does not result in imprisonment) whether in connection with the Employee's employment or not; and/or

- (e) the Employee ceases to have the right to live and work for the Company in the country set out in Part I.

- 13.6** Subject to applicable law, the Company may suspend the Employee from employment at any time and for any reason for a reasonable period to investigate any matter in which the Employee is suspected of or alleged to be implicated or involved (whether directly or indirectly) and to conduct any related disciplinary proceedings.

14. GARDEN LEAVE

At any time after the Employee or the Company has given notice to the other to terminate the employment in accordance with the terms of this Agreement or if the Employee resigns without giving due notice and the Company does not accept such resignation, the Company may, at its sole discretion during any such Notice Period (or any part or all of the Notice Period) ("Garden Leave") do any or a combination of the following:

- (a) assign the Employee alternative duties and responsibilities or some or no duties and responsibilities whatsoever or require that the Employee performs special projects or perform duties not within his/her normal duties;
- (b) require that the Employee does not attend for work or works from another location;
- (c) require that the Employee has no or limited contact or communication with any employees, officers, directors, agents or consultants of the Company and/or the Group;
- (d) require that the Employee has no or limited contact or communication with any customer, supplier or any other counterparty of the Company and/or the Group;
- (e) remove the Employee's access to the Company's or any other Group Company's premises and computer systems of the Group;
- (f) require that the Employee immediately returns any property belonging to any Group Company;
- (g) require the Employee to resign from any directorships, trusteeships or other offices which he/she may hold in any Group Company; and
- (h) require the Employee to keep the Company informed of his/her whereabouts so that the Employee can be contacted if the need arises for the Employee to perform any duties under this Clause 14.1(a) to (g) above.

- 14.2** During the period of Garden Leave, the Employee will remain an employee of the Company and his/her employment shall continue (notwithstanding that, if applicable, the Employee has resigned as a board director or from any offices held with the Company and/or the Group) and the Employee is not entitled to become employed or engaged by any other company, partnership, person or entity in any capacity (whether paid or unpaid) during that period. For the avoidance of doubt, the Employee must not undertake any work for any third party whether paid or unpaid and whether as an employee or otherwise.



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- 14.3 The Employee will continue to be paid his/her basic salary and be provided with contractual benefits as set out in this Agreement during any period of Garden Leave (save that the Employee will not be entitled to receive any of the benefits or payments which are stated to be dependent on the Employee not having given or been given notice of termination).
- 15. INCAPACITY**
- 15.1 If the Employee is absent from work due to Incapacity, the Employee shall notify his/her reporting manager of the reason for the absence as soon as possible but no later than 2 days from his/her first day of absence.
- 15.2 The Employee must certify his/her absence in accordance with Clause 10 of this Part II above and the Company's policy concerning sick leave.
- 15.3 Subject to the Employee's compliance with this Agreement and the Company's policies relating to sick leave, the Employee shall receive paid sick leave in accordance with applicable law and the Company policies, which may be amended from time to time.
- 16. PERSONAL DATA**
- 16.1 The Employee confirms that the Employee has been notified of and consents to the Company's collection, use, processing and/or disclosure to any Group Company or any third party provider engaged by such Group Company, regulatory authorities, potential or future employers, governmental or quasi-governmental organisations, potential purchasers of the Company or the Group or the business in which the Employee works and as otherwise required or permitted by law, of his/her personal data and that of any of the Employee's relative or next of kin which shall include but not be limited to: data relating to the Employee, his/her relative or next of kin or from which such person may be identified that is contained in or derived from: background checks, reference checks, CCTV footage, social networking websites, computer usage logs and emails sent to and from his/her Company email account for, provided to the Company by the Employee or by third parties, such as referees and former employers, for the following:
- (a) all purposes relating to his/her gainful employment with the Company, legal, personnel, administrative and management purposes and as otherwise required or permitted by law, including but not limited to administering and maintaining personnel records, paying and reviewing salary and other remuneration and benefits, undertaking performance appraisals and reviews, maintaining sickness and other absence records and taking decisions as to his/her fitness for work;
- (b) protecting the Company's interests (which include but are not limited to the Company's and/or the Group's property, trade secrets, confidential and/or proprietary information, client and business relationships, organisational integrity and reputation and goodwill);
- (c) ensuring the Company's compliance with statutory and other legal requirements as may be applicable;
- (d) for legitimate business purposes;
- (e) monitoring compliance with the Company's and the Group's policies and internal rules (including any staff handbook, compliance manual or code of conduct) and conducting investigations related to compliance with the Company's policies or applicable laws, reporting any non-compliance and complying with any requests from any governmental department or regulatory body; and
- (f) allowing any actual or proposed purchaser (including their advisors) of the Company, any Group Company or the business (or part of the business) of the Group to evaluate the relevant business transfer or share acquisition.
- 16.2 The Employee agrees that the Employee has been notified of and consents to the Company's collection, use, processing and disclosure (where appropriate) of video recordings of the Employee, his/her property and his/her activities through surveillance cameras installed at various locations on the Company's or any other Group Company's premises and monitoring and recording the Employee's use of electronic communication systems, in each case, for the purposes of ensuring that the Company and/or the Group's property, Confidential Information, trade secrets and any other confidential and/or proprietary information are protected, ensuring the safety and security of the Company's and/or the Group's premises, their employees and their employees' personal property, as well as for use and/or disclosure (if appropriate) in any relevant criminal or other legal proceedings.
- 16.3 The Employee agrees to provide the Company with updates to his/her relatives/next of kin personal data as and when they occur.
- 16.4 For all enquiries relating to the Employee's personal data, including seeking access to, requesting correction of and providing updates, the Employee may contact the data protection officer of the Company.
- 17. NOTICES**
- 17.1 All notices given by either Party pursuant to the provisions of this Agreement must be in writing and shall be deemed validly given if sent to the other Party at its address set out in Part I (or in the case of the Employee, to his/her last known home address) either: (a) by hand, (b) by courier, (c) by prepaid postage and registered mail, return receipt requested (airmail if international) or (d) by facsimile or electronic mail transmission provided that a confirmatory copy is delivered by hand, by courier or sent by registered post or recorded delivery within 24 hours.
- 18. ENTIRE AGREEMENT**
- 18.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It replaces and supersedes all prior oral or written agreements and arrangements between the Parties relating to the employment of the Employee by the Company, including but not limited to any letter of offer given to the Employee.
- 19. AMENDMENTS**
- 19.1 This Agreement may only be modified by a further written agreement between the Parties.
- 20. NO WAIVER**
- 20.1 Any failure or delay by either Party in exercising any right or remedy will not result in a waiver of that, or any other, right or remedy. Any single or partial exercise of any right or remedy shall not prevent any further or other exercise or the exercise of any other right or remedy.
- 21. LANGUAGE**
- 21.1 Where required by the relevant governing law, this Agreement shall be translated into the language set out in Part I. Unless otherwise provided for in Part I, the English version of this Agreement shall prevail and be the controlling version for all purposes.

Initials	
Company	Employee
Rafi	AA - M

EMPLOYMENT AGREEMENT

PART II – STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

22. SEVERABILITY

22.1 If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the Parties will revise it so that it can be enforced. Even if no revision is possible, the rest of this Agreement will remain in full force and effect to the fullest extent permitted by applicable law.

23. GOVERNING LAW & DISPUTE RESOLUTION

23.1 The governing law and the dispute resolution provisions are set out in Part I.

24. COUNTERPARTS

24.1 This Agreement may be executed and delivered in counterparts (including by facsimile transmission or electronic mail transmission), each of which shall be deemed an original, and all of which when taken together, shall be deemed to constitute one and the same agreement. Facsimile, electronic or "pdf" signatures shall be considered original signatures.

EMPLOYMENT AGREEMENT

PART III – RESTRICTIVE COVENANTS

The Employee has obtained or is likely to obtain trade secrets and Confidential Information and personal knowledge of and influence over employees and where applicable, customers and clients, suppliers and other counterparties of the Group during the course of the Employee's employment with any Group Company. To protect these and other legitimate interests of the Group, the Employee agrees with the Company to be bound by the covenants set out herein.

1. DEFINITIONS

1.1 For purposes of this Part III, the following definitions shall apply:

- (a) "Client" means any person, firm, company or entity which was a customer or client of, or was in the habit of dealing with, the Company or any other Group Company at any time during the twelve (12) months prior to the Relevant Date and with whom the Employee or any employee reporting to the Employee had dealings or was personally concerned (other than in a minimal way) at any time during the twelve (12) months prior to the Relevant Date or in respect of whom the Employee was in possession of or had access to Confidential Information;
- (b) "Competing Business" means a business that competes with any business (in whole or in part) in which the Company or any other Group Company was engaged or was actively investigating to engage at the Relevant Date in each case in respect of the Restricted Goods and/or Restricted Services;
- (c) "Key Employee" means any person who was an employee, consultant or executive of the Company or any Group Company as at the Relevant Date and who:
 - (i) was in possession of or had access to Confidential Information belonging to the Company or the Group; or
 - (ii) was likely to be able to influence the customer relationships, trade connections or workforce of the Company or any other Group Company, and with whom the Employee had interactions (other than in a minimal way) at any time during the period of twelve (12) months prior to the Relevant Date;
- (d) "Key Supplier or other Counterparty" means any person, firm, company or entity which was a material or key supplier or other counterparty of the Company or any other Group Company at any time during the twelve (12) months prior to the Relevant Date and with whom the Employee or any employee reporting to the Employee had dealings or was personally concerned (other than in a minimal way) at any time during the twelve (12) months prior to the Relevant Date or in respect of whom the Employee was in possession of or had access to Confidential Information;
- (e) "Non-Compete Restricted Period" means six (6) months from the Relevant Date;
- (f) "Prohibited Period" means nine (9) months from the Relevant Date;
- (g) "Relevant Date" means the date of Termination or to the extent applicable and if earlier, the date on which the Employee commenced any period of garden leave (such period as may be determined in accordance with, and to the extent provided for, in Part II).

(h) "Restricted Goods" means any product sold or supplied by or intended to be sold or supplied by the Company or any Group Company which the Employee or any employee reporting to the Employee was personally concerned with (other than in a minimal way) in such product at any time in the period of twelve (12) months prior to the Relevant Date or in respect of which the Employee was in possession of or had access to Confidential Information;

(i) "Restricted Services" means any services provided, sold or supplied by or intended to be provided, sold or supplied by the Company or any Group Company which the Employee or any employee reporting to the Employee was personally concerned with (other than in a minimal way) at any time in the period of twelve (12) months prior to the Relevant Date or in respect of which the Employee was in possession of or had access to Confidential Information;

(j) "Restricted Territory" means any areas in which the Company and any other Group Company conducted its business or was actively investigating conducting business as at the Relevant Date, provided that the Employee or any employee reporting to him/her was personally concerned with (other than in a minimal way) or responsible for such area at any time in the twelve (12) months prior to the Relevant Date; and

(k) "Termination" means the date of termination of the Employee's employment with the Company, or any other Group Company as the case may be, howsoever arising.

For purposes of this Part III, references to:

- (a) a person include any company, partnership or unincorporated association (whether or not having separate legal personality); and
- (b) a company include any company, corporation or body corporate, wherever incorporated.

2. RESTRICTIVE COVENANTS

The Employee covenants to the Company (for itself and as trustee for each Group Company) and to the Group that the Employee shall not, in the Restricted Territory, for whatever reason directly or indirectly, either alone or jointly with or on behalf of any third party and whether as a principal or investor or as an employee, officer, director, manager, partner, consultant, agent or in any other capacity whatsoever:

- (a) for so long as the Employee is employed by any Group Company and during the Non-Compete Restricted Period, engage, assist or be interested in a Competing Business;
- (b) for so long as the Employee is employed by any Group Company and during the Prohibited Period and unless otherwise conducted on behalf of any Group Company, in competition with the business of the relevant member of the Group (or part thereof), solicit, induce, entice away from the relevant Group Company, deal with or otherwise accept the custom of in competition with the Company or any Group Company or endeavour to solicit, induce, entice away from the relevant Group Company, deal with or otherwise accept the custom of in competition with the Company or any Group Company;

Initials	
Company	Employee
Rafi	JL

EMPLOYMENT AGREEMENT

PART III – RESTRICTIVE COVENANTS

- (i) (A) any Client or (B) any prospective customer or client of the Company or any other Group Company which remained in ongoing discussions with any Group Company as at the Relevant Date and with whom the Employee (or any employee reporting to the Employee) had direct contact in the twelve (12) months prior to the Relevant Date or in respect of which the Employee was in possession of or had access to Confidential Information, in both cases for the purpose of purchasing or otherwise receiving goods or services that are the same as or substantially similar to any of the Restricted Goods and/or Restricted Services; or 2.5
- (ii) (A) any Key Supplier or other Counterparty or (B) any prospective material or key supplier or other counterparty of the Company or any other Group Company which remained in ongoing discussions with any Group Company as at the Relevant Date and with whom the Employee (or any employee reporting to the Employee) had direct contact in the twelve (12) months prior to the Relevant Date or in respect of which the Employee was in possession of or had access to Confidential Information, in both cases in respect of goods or services that are the same as or substantially similar to any Restricted Goods and/or Restricted Services; or 2.6
- (c) for so long as the Employee is employed by any Group Company and during the Prohibited Period, solicit, induce or entice away from the relevant Group Company, or endeavour to solicit, induce or entice away from the Company or any other Group Company, or employ or engage, or endeavour to employ or engage, any Key Employee (whether or not such person would breach their contract of employment or engagement by reason of leaving the service of the business in which they work). 2.7
- 2.2 Nothing contained in this Part III precludes or restricts the Employee from holding or being interested in up to 3 per cent of the issued share capital of any company whose shares are listed on a recognised stock exchange. 2.8
- 2.3 Each of the paragraphs contained in this Part III constitutes an entirely separate and independent covenant. If any covenant is found to be invalid this will not affect the validity or enforceability of any of the other covenants. While the covenants in this Part III are considered by the Company and the Employee to be reasonable in all the circumstances, if one or more should be held invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said covenants shall apply with such modifications as may be necessary to make them valid and effective.
- 2.4 Whilst any of the restrictions in this Part III remain in force, the Employee agrees that the Employee shall provide copies of this Part III to any person from whom the Employee receives an offer of employment or otherwise to provide services as an officer, director, manager, partner, consultant or agent, no later than ten (10) business days after receiving such offer and prior to commencing the performance of any services or employment for such person.

The Employee accepts that monetary damages alone shall not be a sufficient remedy for any breach by the Employee of the restrictions set out in this Part III, and that the Company or any other Group Company shall be entitled to an injunction and/or specific performance (as appropriate) as remedies for any such breach or anticipated breach. The Employee further accepts that such remedies shall not be deemed to be exclusive remedies for breach or anticipated breach of the restrictions set out in this Part III but shall be in addition to all other remedies available at law or in equity to the Group.

Following the date of Termination, the Employee will not represent himself or herself as being in any way connected with the businesses of the Group (save to the extent agreed by the Company).

Any benefit given or deemed to be given by the Employee to any Group Company under the terms of this Part III is received and held on trust by the Company for the relevant Group Company. The Employee will enter into appropriate restrictive covenants directly with other Group Companies if asked to do so by the Company.

The provisions of this Part III shall survive Termination.