

WH Bailey Consulting

Consulting for IT Practitioners - by IT Practitioners

2 March 1999

Mr Renganathan Muthukumarsamy
Blk 608 #06-101
Choa Chu Kang Street 62
Singapore 680698

Dear Mr Renganathan Muthukumarsamy,

Re : Letter of Appointment

W H Bailey Consulting Pte Ltd (hereinafter called "EMPLOYER") is pleased to offer to Mr Renganathan Muthukumarsamy (hereinafter called "EMPLOYEE") employment as an I.T. CONSULTANT on a contractual basis.

The Terms and Conditions associated with your employment under this Employment Contract are outlined below :

1. NATURE OF APPOINTMENT

You shall be appointed as an I.T. CONSULTANT on a contractual basis, and shall be required to carry out assignments from time to time for EMPLOYER and/or its customer (hereinafter called "CLIENT").

The commencement and/or continuity of your employment under this Employment Contract is subject, where applicable, to the commencement and continued currency of the relevant associated service agreement between EMPLOYER and CLIENT, and to the approval and continued currency of a Temporary Employment Pass or Employment Pass, as the case may be.

2. INTERPRETATION

For the purposes of this Employment Contract, "CLIENT" shall also include the customer(s) of CLIENT.

Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa.

The headings of the Clauses of this Employment Contract are inserted for convenience of reference only and shall not affect the meaning, interpretation or operation of this Employment Contract.

3. CONTRACTUAL PERIOD

The CONTRACTUAL PERIOD shall begin on or around 19 March 1999 (hereinafter called "START DATE") and shall end twelve (12) calendar months after the START DATE (hereinafter called "COMPLETION DATE"), both dates inclusive. For the purpose of applying for an Employment Pass under EMPLOYER's sponsorship, you shall provide to EMPLOYER by 12 March 1999 your passport, proof of cancellation of your current Employment Pass, and all other relevant documents and documentary evidence.

EMPLOYER shall have the option to extend the CONTRACTUAL PERIOD up to a further three (3) months beyond the COMPLETION DATE (hereinafter called "EXTENDED COMPLETION DATE"), wherein all other Terms and Conditions remain unchanged. EMPLOYER shall exercise all reasonable efforts to inform EMPLOYEE of such extension at least ten (10) days before the COMPLETION DATE or before each EXTENDED COMPLETION DATE as the case may be.

EMPLOYEE shall be obliged to service EMPLOYER and/or CLIENT until the COMPLETION DATE or EXTENDED COMPLETION DATES as the case may be, if so requested by EMPLOYER.



4. OFFICIAL WORKING HOURS

Your OFFICIAL WORKING HOURS shall be in accordance with the official working hours of EMPLOYER or CLIENT as the case may be, or such working hours as told to you from time to time by EMPLOYER and/or CLIENT.

Your OFFICIAL WORKING HOURS may include such reasonable unpaid overtime work as informed to you from time to time by EMPLOYER and/or CLIENT.

5. DUTIES AND RESPONSIBILITIES

You shall comply with all applicable laws and governmental regulations of the Republic of Singapore. You are not expected or authorised to take any action in the name of or otherwise on behalf of EMPLOYER or its CLIENTS which could violate applicable laws or governmental regulations.

You shall be responsible for your conduct and behaviour at all times, and you are expected to behave in an exemplary and professional manner including, but not limited to, observing and complying with all relevant procedures, guidelines and standards of EMPLOYER and its CLIENT, following and maintaining codes of conduct which may be given to you from time to time, refraining from infringing intellectual property rights, and refraining from acts which may result in negative consequences or implications to yourself, EMPLOYER and/or CLIENT.

You are required to faithfully and diligently carry out such duties and job functions as may be assigned to you from time to time by EMPLOYER or CLIENT, and shall devote the whole of your time, attention and skills to these assignments during the OFFICIAL WORKING HOURS. Your OFFICIAL WORKING HOURS may include such reasonable unpaid overtime work as informed to you from time to time by EMPLOYER and/or CLIENT. However, you shall be entitled to the applicable relevant expense claims under EMPLOYER's or its CLIENT's internal guidelines and policies.

During the OFFICIAL WORKING HOURS, you shall be required to carry out your duties and job functions on EMPLOYER's and/or CLIENT's premises or any other premises as told to you from time to time by EMPLOYER and/or CLIENT. Abnormal absence without EMPLOYER's and/or CLIENT's prior written approval, whether the cause of project delays or disruptions, shall render you liable for a performance penalty of one (1) time of your monthly remuneration.

You shall be required to travel overseas on behalf of CLIENT, when so requested by EMPLOYER and/or CLIENT, and you shall comply with all applicable laws and governmental regulations prevailing in such countries. All such expenses relating to overseas travel such as airfare, visa fees, travel allowance if any, boarding and lodging shall be borne by CLIENT according to CLIENT's internal guidelines and policies.

You shall keep weekly or monthly Time Sheets in such form as required by EMPLOYER or its CLIENT to record all time spent in the performance of your duties and job functions. You shall ensure that such Time Sheets shall be countersigned promptly by representative(s) designated for that purpose by EMPLOYER or its CLIENT, as the case may be, and you shall fax such countersigned Time Sheets to EMPLOYER immediately.

Your job performance is subject to periodic and ad-hoc appraisal by CLIENT, who reserves the right to provide feedback to you and/or EMPLOYER as necessary. Such appraisal shall be based on, but is not limited to, your job performance, ability, attendance, reliability and/or general attitude.

6. REMUNERATION

Your monthly remuneration during the CONTRACTUAL PERIOD shall be **S\$ 4,700 (four thousand seven hundred Singapore Dollars)**, pro-rated for any part of a month as applicable. A further sum of **S\$ 500 (five hundred Singapore Dollars) per complete month worked (COMPLETION BONUS)** shall be paid to you on completion of the CONTRACTUAL PERIOD, which shall include the period up to the EXTENDED COMPLETION DATE if so requested by EMPLOYER.

EMPLOYEE's CPF contribution of 0% (zero percent) shall be deducted from your monthly remuneration and, where applicable, your COMPLETION BONUS. An additional CPF contribution of 0% (zero percent) shall be

borne by EMPLOYER. However, CPF contributions shall be subject to the prevailing provisions of the CPF Act and any amendments to the CPF Act hereinafter.

Personal taxation and statutory payments shall be borne by you in all countries for which such taxes and payments are due. For EMPLOYEES on Employment Pass, in the event that you leave Singapore after the completion or earlier termination of your Employment Contract for any reason whatsoever, EMPLOYER reserves the right to withhold your last monthly salary against your income tax liabilities in accordance with the regulations set forth by the Inland Revenue Authority of Singapore.

You shall be responsible for all personal, travel and accommodation expenses within Singapore and, in the case of a Temporary Employment Pass or Employment Pass holder, the costs of your repatriation and all other applicable costs.

EMPLOYER shall have the right to deduct from your salary or any money due to you, any dues to EMPLOYER either during your employment or termination of your employment.

7. OTHER BENEFITS

A CONTRACTUAL PERIOD in excess of three (3) months shall entitle EMPLOYEE to sixteen (16) days of paid annual leave on a pro-rated as-earned basis. EMPLOYEE is entitled to incur such paid annual leave after the initial three (3) months. Applications for the incurring of such paid annual leave shall be made on an official Leave Form with sufficient notice in advance, and shall be subject to the approval of EMPLOYER and/or its CLIENT.

You shall be entitled to fourteen (14) days of medical leave on a pro-rated as-earned basis, on production of a valid medical certificate, provided that such medical certificate and accompanying official Leave Form shall be presented in person to EMPLOYER and/or its CLIENT on the next working day following the expiration of the coverage of the medical certificate, and provided that you shall have informed EMPLOYER and its CLIENT of your intention to incur the medical leave as early as practicable on the morning of the incurring of such medical leave. There shall be no compensation for unclaimed medical leave after the CONTRACTUAL PERIOD.

During the CONTRACTUAL PERIOD, you shall be entitled to medical expense claims of up to S\$ 1,200 (one thousand two hundred Singapore Dollars) on a pro-rated as-earned basis, on production of official receipts for such expenses to EMPLOYER.

EMPLOYER undertakes to insure you under EMPLOYER's Group Insurance Plans, comprising insurance plan coverage under Group Term Life, Group Accidental & Dismemberment and Group Hospital & Surgical, up to the COMPLETION DATE or EXTENDED COMPLETION DATE as the case may be. Such insurance coverage shall typically take effect within approximately one (1) week from the START DATE, subject to the procedures of Keppel Insurance Pte Ltd.

8. TERMINATION OF CONTRACT

EMPLOYER reserves the right to terminate your employment by giving you one (1) month's notice or one (1) month's salary in lieu of the notice period, without assigning any reasons whatsoever. This paragraph shall be rendered null and void forthwith, without notice and without penalty to EMPLOYER, should EMPLOYER opt to exercise its rights under any one or more of the remaining paragraphs under this Clause.

You may exercise your right to terminate this Employment Contract prematurely by giving EMPLOYER one (1) month's written notice. In such event, the notice period shall not be set-off from any annual leave or time-off for which you are eligible. You agree to pay to EMPLOYER a performance penalty of one (1) time your monthly remuneration should you decide to terminate your employment prematurely with less than one (1) month's written notice.

EMPLOYER reserves the right to terminate and/or render this Employment Contract null and void forthwith, without penalty to EMPLOYER, should EMPLOYER fail to obtain and maintain the commencement and continued currency of the relevant associated service agreement between EMPLOYER and CLIENT, and/or should EMPLOYEE fail to obtain a valid Temporary Employment Pass and/or Employment Pass as the case may be.



EMPLOYER reserves the right to terminate your employment forthwith, without notice and without penalty to EMPLOYER, on the occurrence of any one or more of the following :

1. if you breach any of the Terms and Conditions of your employment;
2. if you fail to satisfactorily discharge any of the duties assigned to you by EMPLOYER or its CLIENTS;
3. if the CLIENT submits a negative appraisal on your job performance, ability, reliability and/or general attitude, and informs EMPLOYER to terminate prematurely the provision of your services to the CLIENT;
4. if you are guilty of abnormal absence without EMPLOYER's and/or CLIENT's prior written approval;
5. if you are guilty of misconduct, indiscipline, insubordination, negligence, recklessness, dereliction of duty, dishonesty, fraud, embezzlement, accepting pecuniary gratification, or any other conduct prejudicial to the interests or reputation of EMPLOYER or its CLIENTS;
6. if you have deliberately misled or misinformed EMPLOYER, whether through action or inaction, of any information pertaining to yourself, your qualifications or experience or remuneration details;
7. if you become a bankrupt;
8. if you violate any of the laws of the Republic of Singapore;
9. if you violate any of the laws of any country to which you have been required to travel to on behalf of CLIENT.

You shall be liable to compensate and reimburse EMPLOYER and/or its CLIENTS for any and all losses incurred by EMPLOYER and/or its CLIENTS in exercising any of the rights or remedies hereunder and/or enforcing any of the terms, conditions or provisions of the Employment Contract.

9. CONFIDENTIALITY AND SECRECY

You shall not at any time hereafter make use of or disclose for your own benefit or on behalf of any other person, firm or corporation or to the detriment or intended or probable detriment of EMPLOYER or its CLIENTS, any confidential information which you now possess or which you may subsequently obtain or create in the course of or incidental to your employment with EMPLOYER, appertaining to the business or affairs of EMPLOYER or its CLIENTS, customers or other persons having dealings with EMPLOYER or its CLIENTS. Such confidential information shall include, but is not limited to, the policies of EMPLOYER or its CLIENTS and the results of any investigation or enquiries carried out or reports and recommendations made by EMPLOYER or its CLIENTS as the case may be, and all information that is not already public knowledge appertaining to designs, techniques, ideas, specifications, systems, software, manuals, materials, documentation, knowledge, drawings, documents, inventions, technology, improvements, discoveries, technical processes, trade secrets, programs or plans.

You shall, upon request or upon completion or termination of employment and/or each assignment, forthwith hand over and/or return to the respective owners all property, documents, files or any other matter, written or otherwise, belonging to EMPLOYER and/or its CLIENTS as the case may be.

You agree to sign any and all documents comprising acknowledgements and undertakings in relation to confidentiality and secrecy that may be subsequently required by EMPLOYER and/or its CLIENT.

Your obligations under this Clause shall continue notwithstanding the expiration or termination of this Employment Contract.

10. INTELLECTUAL PROPERTY

The ownership of copyright, patents, trade marks and all other intellectual property rights (the "Intellectual Property Rights") in any material created by EMPLOYEE for EMPLOYER or its CLIENTS (the "Owner of the Intellectual Property Rights"), including but without limitation to inventions, computer scripts, programs, models, devices, schematics and other diagrams, literature, and data analysis reports, shall belong exclusively to EMPLOYER or its CLIENT as the case may be. To the extent permitted by law you shall waive any moral rights such as the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation, whether arising under the Berne Convention or otherwise. You shall sign any necessary documents and shall otherwise assist EMPLOYER or its CLIENT, at its expense, in registering its copyrights and otherwise protecting the rights in such works of EMPLOYER or its

CLIENT in any country. At the request of the Owner of the Intellectual Property Rights, you shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Owner of the Intellectual Property Rights to exploit the Intellectual Property Rights and the Materials to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Owner of the Intellectual Property Rights and vesting the same in the Owner of the Intellectual Property Rights or as it may direct.

"Pre-existing Intellectual Property" means any trade secret, invention, work of authorship, mask work or protectable design that has already been conceived or developed by anyone other than EMPLOYER or its CLIENT before you render services to EMPLOYER or its CLIENT, as the case may be. You shall not use any Pre-Existing Intellectual Property in connection with your assignment to EMPLOYER or its CLIENT, unless you have the right to use it for the respective benefit of EMPLOYER or its CLIENT, or unless you shall have obtained such rights from the owner prior to its use. Further, if you use such Pre-Existing Intellectual Property for EMPLOYER or its CLIENT, you shall grant EMPLOYER or its CLIENT, as the case may be, a non-exclusive, royalty-free, worldwide, perpetual license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of, and disclose the Property and to sublicense others to do these things.

You shall give EMPLOYER or its CLIENT, as the case may be, notice immediately if at any time you know or reasonably should know of any third party claim to any intellectual property provided by you to EMPLOYER or its CLIENT pursuant to your assignment. You shall indemnify and hold harmless EMPLOYER and/or its CLIENT from liability arising from the use of such intellectual property.

You agree to sign any and all documents comprising acknowledgements and undertakings in relation to intellectual property that may be subsequently required by EMPLOYER and/or its CLIENT.

Rights and obligations under this Clause shall continue in force after the expiration or termination of the contract in respect of materials made or created by EMPLOYEE for EMPLOYER or its CLIENTS during the provision of services under this Employment Contract, and shall be binding on EMPLOYEE.

11. CONFLICT OF INTEREST

You shall exercise reasonable care and diligence, and prevent any acts which may influence EMPLOYER's and/or its CLIENTS' employees and their families to act against EMPLOYER's and/or its CLIENTS' best interests.

You shall not offer, receive, or provide gifts, entertainment, loans or other considerations for the purpose of influencing individuals to act against EMPLOYER's and/or its CLIENTS' best interests.

12. RESTRAINT

You shall not discuss or disclose your remuneration. Your remuneration shall be deemed to be strictly confidential between yourself and EMPLOYER only.

During your employment with EMPLOYER, you shall not perform any work or activity or engage in any business for any other person, firm or corporation, either during or outside the OFFICIAL WORKING HOURS and whether for remuneration or not, without the prior written consent of EMPLOYER.

You shall not at any time during your employment embark, engage or involve yourself, whether for reward or gratuitously, in any work, activity or business other than in respect of your duties with EMPLOYER and/or its CLIENTS, whether or not such work, activity or business would interfere with the performance of your duties with EMPLOYER or its CLIENTS.

You shall not seek or accept, either directly or through any other entity, an offer of employment from the CLIENT or any of its group companies or its associates or its Clients, for a period of twelve (12) months from the date of expiry or earlier termination of this Employment Contract. Failure to comply with this paragraph shall render you liable to a penalty of six (6) times your monthly remuneration. This paragraph shall not apply if the CLIENT opts to employ you as its employee and proceeds to do so through EMPLOYER.



At no time during the CONTRACTUAL PERIOD or after the expiry or earlier termination of this Employment Contract for any reason whatsoever, shall you request the CLIENT or its Clients for a letter of recommendation or verbal or written testimonial of your job performance.

You shall not at any time during your employment possess, distribute or sell alcohol or any controlled substance or drug paraphernalia while on EMPLOYER's or its CLIENTS' owned or controlled premises. As used in this section, "controlled substance" includes prescription drugs which are misused.

You shall not at any time during your employment and/or after the expiration or earlier termination of your employment with EMPLOYER for any cause whatsoever, take away from EMPLOYER the business of any CLIENTS of EMPLOYER.

13. INDEMNITY

You shall indemnify the EMPLOYER and/or its CLIENT against any and all losses, claims, costs, charges, expenses, liabilities, demands, proceedings and actions which EMPLOYER and/or its CLIENT may sustain or incur or which may be brought or established against EMPLOYER and/or its CLIENT by any person and which arises out of or in relation to or by reason of any one or more of the following :

1. your negligence, recklessness or willful misconduct in the provision of your services;
2. any unauthorised act or omission by yourself;
3. any claim that may be made by any competent authority against EMPLOYER and/or its CLIENT in respect of any income tax, national insurance or similar contributions or any other taxation, in each case relating to this Employment Contract.

14. CHANGES IN POLICIES AND PRACTICES

EMPLOYER reserves the right to vary any of the Terms and Conditions of employment in accordance with changes in its policies and practices.

15. LAW APPLICABLE

This Agreement shall be read and construed in accordance with the laws of the Republic of Singapore.

Please sign and return the duplicate of this Letter of Appointment as confirmation of your understanding and acceptance of the Terms and Conditions of your employment with W H Bailey Consulting Pte Ltd, and of your agreement to be bound by them.

WELCOME ABOARD !

Yours faithfully,



Ember Thai
General Manager



Acknowledgement

I, Renganathan Muthukumarsamy, hereby confirm that I understand and accept the above Terms and Conditions of my employment with W H Bailey Consulting Pte Ltd, and agree to abide by and be bound by these Terms and Conditions.

I confirm that any information and documents submitted by me to W H Bailey Consulting Pte Ltd pertaining to myself and/or my residency status, qualifications, work experience, remuneration details, educational certificates and testimonials, are complete, accurate and factual. I understand that, should the truth be otherwise, I shall be liable to reimburse to W H Bailey Consulting Pte Ltd forthwith any and all remuneration paid and/or due to me, and any other associated costs and/or damages.

I understand that my failure to comply with the Terms and Conditions of this Employment Contract may engender serious consequences and may result in legal repercussions.

| | | |
|------------------------------------|--------------------|-----------------------------------|
| <u>M. Renganathan</u> Signature | Name : | <u>Renganathan Muthukumarsamy</u> |
| | IC/Passport : | <u>N 282221</u> |
| | Country of Issue : | <u>India</u> |
| Date : <u>2-Mar-1999</u> | FIN : | <u></u> |



WH Bailey Consulting

Consulting for IT Practitioners - by IT Practitioners

17 March 2000

Ref : 000301hh-et.doc

Mr Muthukumarasamy Renganathan
Blk 608 #06-101
Choa Chu Kang Street 62
Singapore 680608

Dear Mr Muthukumarasamy Renganathan,

Re : **Letter of Appointment**

W H Bailey Consulting Pte Ltd (hereinafter called "EMPLOYER") is pleased to offer to Mr **Muthukumarasamy Renganathan** (hereinafter called "EMPLOYEE") employment as an **I.T. CONSULTANT** on a contractual basis.

The **Terms and Conditions** associated with your employment under this **Employment Contract** are outlined below :

1. NATURE OF APPOINTMENT

You shall be appointed as an **I.T. CONSULTANT on a contractual basis**, and shall be required to carry out assignments from time to time for EMPLOYER and/or its customer (hereinafter called "CLIENT").

The commencement and/or continuity of your employment under this Employment Contract is subject, where applicable, to the commencement and continued currency of the relevant associated service agreement between EMPLOYER and CLIENT, and to the approval and continued currency of a Temporary Employment Pass or Employment Pass, as the case may be.

2. INTERPRETATION

For the purposes of this Employment Contract, "CLIENT" shall also include the customer(s) of CLIENT.

Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa.

The headings of the Clauses of this Employment Contract are inserted for convenience of reference only and shall not affect the meaning, interpretation or operation of this Employment Contract.

3. CONTRACTUAL PERIOD

The **CONTRACTUAL PERIOD** shall begin on **23 March 2000** (hereinafter called "START DATE") and shall end **twelve (12) calendar months after the START DATE** (hereinafter called "COMPLETION DATE"), both dates inclusive.

EMPLOYER shall have the option to extend the **CONTRACTUAL PERIOD** up to a further three (3) months beyond the **COMPLETION DATE** (hereinafter called "EXTENDED COMPLETION DATE"), wherein all other Terms and Conditions remain unchanged. EMPLOYER shall exercise all reasonable efforts to inform EMPLOYEE of such extension at least ten (10) days before the **COMPLETION DATE** or before each **EXTENDED COMPLETION DATE** as the case may be.

EMPLOYEE shall be obliged to service EMPLOYER and/or CLIENT until the **COMPLETION DATE** or **EXTENDED COMPLETION DATES** as the case may be, if so requested by EMPLOYER.



4. OFFICIAL WORKING HOURS

Your OFFICIAL WORKING HOURS shall be in accordance with the official working hours of EMPLOYER or CLIENT as the case may be, or such working hours as told to you from time to time by EMPLOYER and/or CLIENT.

Your OFFICIAL WORKING HOURS may include such reasonable unpaid overtime work as informed to you from time to time by EMPLOYER and/or CLIENT.

5. DUTIES AND RESPONSIBILITIES

You shall comply with all applicable laws and governmental regulations of the Republic of Singapore. You are not expected or authorised to take any action in the name of or otherwise on behalf of EMPLOYER or its CLIENTS which could violate applicable laws or governmental regulations.

You shall be responsible for your conduct and behaviour at all times, and you are expected to behave in an exemplary and professional manner including, but not limited to, observing and complying with all relevant procedures, guidelines and standards of EMPLOYER and its CLIENT, following and maintaining codes of conduct which may be given to you from time to time, refraining from infringing intellectual property rights, and refraining from acts which may result in negative consequences or implications to yourself, EMPLOYER and/or CLIENT.

You are required to faithfully and diligently carry out such duties and job functions as may be assigned to you from time to time by EMPLOYER or CLIENT, and shall devote the whole of your time, attention and skills to these assignments during the OFFICIAL WORKING HOURS. Your OFFICIAL WORKING HOURS may include such reasonable unpaid overtime work as informed to you from time to time by EMPLOYER and/or CLIENT. However, you shall be entitled to the applicable relevant expense claims under EMPLOYER's or its CLIENT's internal guidelines and policies.

During the OFFICIAL WORKING HOURS, you shall be required to carry out your duties and job functions on EMPLOYER's and/or CLIENT's premises or any other premises as told to you from time to time by EMPLOYER and/or CLIENT. Abnormal absence without EMPLOYER's and/or CLIENT's prior written approval, whether the cause of project delays or disruptions, shall render you liable for a performance penalty of one (1) time of your MONTHLY REMUNERATION.

You shall be required to travel overseas on behalf of CLIENT, when so requested by EMPLOYER and/or CLIENT, and you shall comply with all applicable laws and governmental regulations prevailing in such countries. All such expenses relating to overseas travel such as airfare, visa fees, travel allowance if any, boarding and lodging shall be borne by CLIENT according to CLIENT's internal guidelines and policies.

You shall keep weekly or monthly Time Sheets in such form as required by EMPLOYER or its CLIENT to record all time spent in the performance of your duties and job functions. You shall ensure that such Time Sheets shall be countersigned promptly by representative(s) designated for that purpose by EMPLOYER or its CLIENT, as the case may be, and you shall fax such countersigned Time Sheets to EMPLOYER immediately.

Your job performance is subject to periodic and ad-hoc appraisal by CLIENT, who reserves the right to provide feedback to you and/or EMPLOYER as necessary. Such appraisal shall be based on, but is not limited to, your job performance, ability, attendance, reliability and/or general attitude.

6. REMUNERATION

Your MONTHLY REMUNERATION during the CONTRACTUAL PERIOD shall comprise **S\$5,460 (five thousand four hundred and sixty Singapore Dollars)**, pro-rated for any part of a month as applicable.

EMPLOYEE's CPF contribution of 0% (zero percent) shall be deducted from your MONTHLY REMUNERATION. An additional CPF contribution of 0% (zero percent) shall be borne by EMPLOYER. However, CPF contributions shall be subject to the prevailing provisions of the CPF Act and any amendments to the CPF Act hereinafter.



Personal taxation and statutory payments shall be borne by you in all countries for which such taxes and payments are due. For EMPLOYEES on Employment Pass, in the event that you leave Singapore after the completion or earlier termination of your Employment Contract for any reason whatsoever, EMPLOYER reserves the right to withhold your last monthly salary against your income tax liabilities in accordance with the regulations set forth by the Inland Revenue Authority of Singapore.

You shall be responsible for all personal, travel and accommodation expenses within Singapore and, in the case of a Temporary Employment Pass or Employment Pass holder, the costs of your repatriation and all other applicable costs.

EMPLOYER shall have the right to deduct from your salary or any money due to you, any dues to EMPLOYER either during your employment or termination of your employment.

7. OTHER BENEFITS

A CONTRACTUAL PERIOD in excess of three (3) months shall entitle EMPLOYEE to twelve (12) days of paid annual leave on a pro-rated as-earned basis. EMPLOYEE shall be entitled to incur such paid annual leave after the initial three (3) months. Applications for the incurring of such paid annual leave shall be made on an official Leave Form with sufficient notice in advance, and shall be subject to the approval of EMPLOYER and/or its CLIENT. There shall be no compensation for unclaimed annual leave after the completion or earlier termination of this Employment Contract.

You shall be entitled to seven (7) days of medical leave on a pro-rated as-earned basis, on production of a valid medical certificate, provided that such medical certificate and accompanying official Leave Form shall be presented in person to EMPLOYER and/or its CLIENT on the next working day following the expiration of the coverage of the medical certificate, and provided that you shall have informed EMPLOYER and its CLIENT of your intention to incur the medical leave as early as practicable on the morning of the incurring of such medical leave. There shall be no compensation for unclaimed medical leave after the completion or earlier termination of this Employment Contract.

During the CONTRACTUAL PERIOD, you shall be entitled to medical and dental expense claims of up to S\$600 (six hundred Singapore Dollars) on a pro-rated as-earned basis, on production of official receipts for such expenses to EMPLOYER.

EMPLOYER undertakes to insure you under EMPLOYER's Group Insurance Plans, comprising insurance plan coverage under Group Term Life, Group Accidental & Dismemberment and Group Hospital & Surgical, up to the COMPLETION DATE or EXTENDED COMPLETION DATE as the case may be. Such insurance coverage shall typically take effect within approximately one (1) week from the START DATE, subject to the procedures of Keppel Insurance Pte Ltd.

8. TERMINATION OF CONTRACT

EMPLOYER reserves the right to terminate your employment by giving you one (1) month's notice or one (1) month's salary in lieu of the notice period, without assigning any reasons whatsoever. This paragraph shall be rendered null and void forthwith, without notice and without penalty to EMPLOYER, should EMPLOYER opt to exercise its rights under any one or more of the remaining paragraphs under this Clause.

You may exercise your right to terminate this Employment Contract prematurely by giving EMPLOYER at least one (1) month's written notice. In such event, the notice period shall not be set-off from any annual leave or time-off for which you are eligible. You agree to pay to EMPLOYER a performance penalty of three (1) time your MONTHLY REMUNERATION should you decide to terminate your employment prematurely with less than one (1) month's written notice.

EMPLOYER reserves the right to terminate and/or render this Employment Contract null and void forthwith, without penalty to EMPLOYER, should EMPLOYER fail to obtain and maintain the commencement and continued currency of the relevant associated service agreement between EMPLOYER and CLIENT, and/or should EMPLOYEE fail to obtain and maintain current a valid Temporary Employment Pass and/or Employment Pass as the case may be.



EMPLOYER reserves the right to terminate your employment forthwith, without notice and without penalty to EMPLOYER, on the occurrence of any one or more of the following :

1. if you breach any of the Terms and Conditions of your employment;
2. if you fail to satisfactorily discharge any of the duties assigned to you by EMPLOYER or its CLIENTS;
3. if the CLIENT submits a negative appraisal on your job performance, ability, reliability and/or general attitude, and informs EMPLOYER to terminate prematurely the provision of your services to the CLIENT;
4. if you are guilty of abnormal absence without EMPLOYER's and/or CLIENT's prior written approval;
5. if you are guilty of misconduct, indiscipline, insubordination, negligence, recklessness, dereliction of duty, dishonesty, fraud, embezzlement, accepting pecuniary gratification, or any other conduct prejudicial to the interests or reputation of EMPLOYER or its CLIENTS;
6. if you have deliberately misled or misinformed EMPLOYER, whether through action or inaction, of any information pertaining to yourself, your qualifications or experience or remuneration details;
7. if you become a bankrupt;
8. if you violate any of the laws of the Republic of Singapore;
9. if you violate any of the laws of any country to which you have been required to travel to on behalf of CLIENT.

You shall be liable to compensate and reimburse EMPLOYER and/or its CLIENTS for any and all losses incurred by EMPLOYER and/or its CLIENTS in exercising any of the rights or remedies hereunder and/or enforcing any of the terms, conditions or provisions of the Employment Contract.

9. CONFIDENTIALITY AND SECRECY

You shall not at any time hereafter make use of or disclose for your own benefit or on behalf of any other person, firm or corporation or to the detriment or intended or probable detriment of EMPLOYER or its CLIENTS, any confidential information which you now possess or which you may subsequently obtain or create in the course of or incidental to your employment with EMPLOYER, appertaining to the business or affairs of EMPLOYER or its CLIENTS, customers or other persons having dealings with EMPLOYER or its CLIENTS. Such confidential information shall include, but is not limited to, the policies of EMPLOYER or its CLIENTS and the results of any investigation or enquiries carried out or reports and recommendations made by EMPLOYER or its CLIENTS as the case may be, and all information that is not already public knowledge appertaining to designs, techniques, ideas, specifications, systems, software, manuals, materials, documentation, knowledge, drawings, documents, inventions, technology, improvements, discoveries, technical processes, trade secrets, programs or plans.

You shall, upon request or upon completion or termination of employment and/or each assignment, forthwith hand over and/or return to the respective owners all property, documents, files or any other matter, written or otherwise, belonging to EMPLOYER and/or its CLIENTS as the case may be.

You agree to sign any and all documents comprising acknowledgements and undertakings in relation to confidentiality and secrecy that may be subsequently required by EMPLOYER and/or its CLIENT.

Your obligations under this Clause shall continue notwithstanding the expiration or termination of this Employment Contract.

10. INTELLECTUAL PROPERTY

The ownership of copyright, patents, trade marks and all other intellectual property rights (the "Intellectual Property Rights") in any material created by EMPLOYEE for EMPLOYER or its CLIENTS (the "Owner of the Intellectual Property Rights"), including but without limitation to inventions, computer scripts, programs, models, devices, schematics and other diagrams, literature, and data analysis reports, shall belong exclusively to EMPLOYER or its CLIENT as the case may be. To the extent permitted by law you shall waive any moral rights such as the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation, whether arising under the Berne Convention or otherwise. You shall sign any necessary documents and shall otherwise assist EMPLOYER or its CLIENT, at its expense, in registering its copyrights and otherwise protecting the rights in such works of EMPLOYER or its CLIENT in any country. At the request of the Owner of the Intellectual Property Rights, you shall give and



supply all such information, data, drawings and assistance as may be requisite to enable the Owner of the Intellectual Property Rights to exploit the Intellectual Property Rights and the Materials to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Owner of the Intellectual Property Rights and vesting the same in the Owner of the Intellectual Property Rights or as it may direct.

"Pre-existing Intellectual Property" means any trade secret, invention, work of authorship, mask work or protectable design that has already been conceived or developed by anyone other than EMPLOYER or its CLIENT before you render services to EMPLOYER or its CLIENT, as the case may be. You shall not use any Pre-Existing Intellectual Property in connection with your assignment to EMPLOYER or its CLIENT, unless you have the right to use it for the respective benefit of EMPLOYER or its CLIENT, or unless you shall have obtained such rights from the owner prior to its use. Further, if you use such Pre-Existing Intellectual Property for EMPLOYER or its CLIENT, you shall grant EMPLOYER or its CLIENT, as the case may be, a non-exclusive, royalty-free, worldwide, perpetual license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of, and disclose the Property and to sublicense others to do these things.

You shall give EMPLOYER or its CLIENT, as the case may be, notice immediately if at any time you know or reasonably should know of any third party claim to any intellectual property provided by you to EMPLOYER or its CLIENT pursuant to your assignment. You shall indemnify and hold harmless EMPLOYER and/or its CLIENT from liability arising from the use of such intellectual property.

You agree to sign any and all documents comprising acknowledgements and undertakings in relation to intellectual property that may be subsequently required by EMPLOYER and/or its CLIENT.

Rights and obligations under this Clause shall continue in force after the expiration or termination of the contract in respect of materials made or created by EMPLOYEE for EMPLOYER or its CLIENTS during the provision of services under this Employment Contract, and shall be binding on EMPLOYEE.

11. CONFLICT OF INTEREST

You shall exercise reasonable care and diligence, and prevent any acts which may influence EMPLOYER's and/or its CLIENTS' employees and their families to act against EMPLOYER's and/or its CLIENTS' best interests.

You shall not offer, receive, or provide gifts, entertainment, loans or other considerations for the purpose of influencing individuals to act against EMPLOYER's and/or its CLIENTS' best interests.

12. RESTRAINT

You shall not discuss or disclose your remuneration. Your remuneration shall be deemed to be strictly confidential between yourself and EMPLOYER only.

During your employment with EMPLOYER, you shall not at any time :

1. represent EMPLOYER or yourself as an agent, partner, employee or representative of the CLIENT or its Clients for any purpose whatsoever, nor incur any obligation of any nature on behalf of CLIENT or its Clients;
2. perform any work or activity or engage in any business for any other person, firm or corporation, either during or outside the OFFICIAL WORKING HOURS and whether for remuneration or not, without the prior written consent of EMPLOYER;
3. possess, distribute or sell alcohol or any controlled substance or drug paraphernalia while on EMPLOYER's or its CLIENTS' owned or controlled premises.

You shall not at any time during your employment and/or after the expiration or earlier termination of your employment with EMPLOYER for any cause whatsoever, take away from EMPLOYER the business of any CLIENTS of EMPLOYER.



At no time during the CONTRACTUAL PERIOD or after the expiry or earlier termination of this Employment Contract for any reason whatsoever, shall you request the CLIENT or its Clients for a letter of recommendation or verbal or written testimonial of your job performance.

You shall not seek or accept, either directly or through any other entity, an offer of employment from the CLIENT or any of its group companies or its associates or its Clients, for a period of twelve (12) months from the date of expiry or earlier termination of this Employment Contract. Failure to comply with this paragraph shall render you liable to a penalty of six (6) times your MONTHLY REMUNERATION. This paragraph shall not apply if the CLIENT opts to employ you as its employee and proceeds to do so through EMPLOYER.

13. INDEMNITY

You shall indemnify the EMPLOYER and/or its CLIENT against any and all losses, claims, costs, charges, expenses, liabilities, demands, proceedings and actions which EMPLOYER and/or its CLIENT may sustain or incur or which may be brought or established against EMPLOYER and/or its CLIENT by any person and which arises out of or in relation to or by reason of any one or more of the following :

1. your negligence, recklessness or willful misconduct in the provision of your services;
2. any unauthorised act or omission by yourself;
3. any claim that may be made by any competent authority against EMPLOYER and/or its CLIENT in respect of any income tax, national insurance or similar contributions or any other taxation, in each case relating to this Employment Contract.

14. CHANGES IN POLICIES AND PRACTICES

EMPLOYER reserves the right to vary any of the Terms and Conditions of employment in accordance with changes in its policies and practices.

15. LAW APPLICABLE

This Agreement shall be read and construed in accordance with the laws of the Republic of Singapore.

Please sign and return the duplicate of this Letter of Appointment as confirmation of your understanding and acceptance of the Terms and Conditions of your employment with W H Bailey Consulting Pte Ltd, and of your agreement to be bound by them.

WELCOME ABOARD !

Yours faithfully,



Ember Thai
General Manager



Acknowledgement

I, Muthukumarasamy Renganathan, hereby confirm that I understand and accept the above Terms and Conditions of my employment with W H Bailey Consulting Pte Ltd, and agree to abide by and be bound by these Terms and Conditions.

I confirm that any information and documents submitted by me to W H Bailey Consulting Pte Ltd pertaining to myself and/or my residency status, qualifications, work experience, remuneration details, educational certificates and testimonials, are complete, accurate and factual. I understand that, should the truth be otherwise, I shall be liable to reimburse to W H Bailey Consulting Pte Ltd forthwith any and all remuneration paid and/or due to me, and any other associated costs and/or damages.

I understand that my failure to comply with the Terms and Conditions of this Employment Contract may engender serious consequences and may result in legal repercussions.

| | | |
|------------------------------------|--------------------|------------------------------------|
| <u>M. Renganathan</u> Signature | Name : | <u>Muthukumarasamy Renganathan</u> |
| | IC/Passport : | <u>N 282221</u> |
| | Country of Issue : | <u>India</u> |
| Date : <u>18/3/2000</u> | FIN : | <u>F 2440691 K</u> |

