

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Introduction (Foreword)

The General Terms and Conditions of Employment govern the relationship between Antaes Asia Pte Ltd (hereafter also called the “Company” or the “Employer”), and its Employees. These terms and conditions are an integral part of the employment contract.

The employment contract addresses any specific conditions. The general terms and conditions apply as long as the employment contract does not mention any specific conditions overruling the general terms and conditions.

Regarding any issue neither resolved by the present terms and conditions nor by the employment contract, the parties shall refer the Ministry of Manpower.

2. General Obligations of the Employee

- 2.1 The Employee must dedicate all of his or her professional time and activity to the Company, and is not allowed to tend to other clients or business deemed irrelevant to the Company (any ancillary activity, paid or non-paid, is prohibited), unless expressly agreed in a contract signed by both parties.

He/she undertakes to be thoroughly assiduous in his/her line of work, and to comply with directives.

The Employee shall endeavor to satisfy the client to the best of his/her ability, and thus prevent any complaint from being lodged by the client against our Company.

He/she must assess the liabilities that may be incurred while carrying out his/her duties, and he/she cannot in any case claim not to be aware of them.

- 2.2 The Employee is bound by a confidentiality clause (Cf. 9.2) as regards both the business of the Antaes Asia Pte Ltd and that of the clients. This obligation continues to be effective once the work partnership has ended.

The Employee undertakes, inter alia, not to disclose any confidential information, notably on the strategy or the commercial policy of the Company, its clients or its suppliers.

The Employee shall not disclose nor use any of the techniques, methods, processes, software, hardware, or equipment that may have been developed or acquired by the Company, nor keep any hardware, equipment, software, component, document, or correspondence that belongs to the Company, its clients or its suppliers.

- 2.3 The Employee shall report on his/her activity by using the activity reports provided to this end.

- 2.4 The Employee must inform Antaes Asia Pte Ltd at all times of his/her whereabouts, whenever he/she is not in the workplace (illness, accident, etc.).

- 2.5 Intellectual Property Rights

The Employee shall assign to the Employer (or to the entity appointed by the latter) any copyright on any work, that he/she may have created individually or collectively in the course of his/her professional activity. The assignment includes any rights pertaining to the use and modification of the aforementioned work. It also includes software copyright.

In addition, any invention made by the Employee or any design created in the course of his/her professional activity remains the property of the Employer (the latter owns the rights without the need for an assignment).

The fees paid to the Employee shall include any compensation rights, where and if applicable.

3. Employment Conditions

3.1 EMPLOYMENT CONTRACT

The employment contract deals with the specific conditions of employment, notably:

- The starting date of the working relationship,
- The function,
- The salary,
- The duration of the contract.

This contract shall be signed by both parties.

The hired Employee shall provide any necessary information for his/her records to be established, and shall in particular fill the information sheet given to him/her in its entirety.

He/she shall also provide any supporting document as requested.

At a later stage, any modification occurring in the personal or familial status of the Employee (notably, any house or residence move, or any modification pertaining to family responsibilities) shall be brought to the attention of the personnel department at the earliest opportunity.

False statements, omissions, or the use of fake documents shall constitute serious misconduct and lead to the termination of the contract without notice or compensation.

3.2 TRIAL PERIOD

Unless specifically stipulated in the employment contract, a trial period of three months is applied.

3.3 NOTIFICATION OF CHANGE

Any notification of change impacting the hiring process shall be notified in writing and, if and where applicable, shall appear in the detailed salary account.

3.4 TERMINATION OF THE CONTRACT (with advance notice)

If you want to terminate the employment contract, you have to inform your employer by writing in the form of a letter of resignation.

During the probationary period, either party may terminate the contract by giving two (2) weeks' notice or the equivalent of two (2) week's salary in lieu of notice.

Upon confirmation of your employment, either party may terminate the contract by giving one (1) months' notice or one (1) month's salary in lieu of notice.

The Company reserves the right not to give any reasons for termination.

The Company, however, has the right to give immediate notice before terminating your services if you are guilty of misdemeanor, misconduct, negligence or breach of any of the terms of this Letter of Appointment.

Upon the termination of your employment you shall return to the Company all documents, records, items and materials in your possession or custody belonging to the Company or its clients and you shall not retain any copies (including electronic or soft copies) therefor.

During your notice period, you shall handover all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities.

Should the employee or Antaes Asia Pte Ltd terminate the contract within 12 months from the starting date, the employee is responsible for reimbursing the company any costs incurred by Antaes Asia Pte Ltd associated with the Dependent Passes (or related permits) Fees (those of his/her family).

4. Vacation

Besides the gazette public holidays (11 paid public holidays per year), you are entitled to fifteen (15) days paid annual leave upon the completion of one year's service from the date of confirmation of your employment.

Paid annual plan evolves as follows with year of employment:

<1 year	15 days
>2 years	17 days
>3 years	18 days
>4 years	19 days
>5 years	20 days

Leave plan entitlement is updated at the beginning of each calendar year.

During the probation period, you are not entitled to take any leave.

Your annual leave entitlement can be used within 12 months or carried forward to the next year (refer to <https://www.mom.gov.sg/employment-practices/leave/annual-leave/special-situations>).

All leave applications must be made in writing and at least 10 days in advance and shall be approved at the discretion of the Business Manager responsible.

Unpaid leave shall be granted at the sole discretion of the company. The company reserves the right to terminate your employment without notice if you are absent from work on unpaid leave without prior approval from the company.

5. Public Holidays

The Employee is entitled to Singapore public holidays (please refer to MOM Website <http://www.mom.gov.sg/employment-practices/public-holidays>).

6. Sick, maternity, childcare, paternity, shared parental, unpaid infant care leave:

6.1 SICK LEAVE ENTITLEMENT WILL BE BASED ON MOM GUIDELINES:

You are entitled to both paid outpatient and hospitalization sick leave if you have worked for at least 3 months with your employer.

All sick leave days need to be formally notified to the HR Department (within 48 hours as per the MOM rule, but obviously the sooner, the better).

Those rules follow the MOM "Sick leave eligibility and entitlement" guidelines conditions. The monitoring of sick leave days is also required on the client side.

<http://www.mom.gov.sg/employment-practices/leave/sick-leave/eligibility-and-entitlement>

The number of days of paid sick leave you are entitled to depends on your period of service. Up to 14 days for outpatient non-hospitalization leave and 60 days for hospitalization leave. The 60 days of hospitalization leave includes the 14 days outpatient sick leave entitlement.

Employees who have worked more than 6 months will get the full entitlement. If the employee has worked less than 6 months, you have to check on: <http://www.mom.gov.sg/employment-practices/leave/sick-leave>.

You must notify the company and/or your immediate supervisor as soon as practicable if you are unable to work for medical reasons. Such notice shall be given within the first two hours of working day.

To qualify for paid sick leave, a medical certificate (MC) has to be provided.

6.2 MATERNITY LEAVE ENTITLEMENT WILL BE BASED ON MOM GUIDELINES:

As a working mother, you will be entitled to either 16 weeks of Government-Paid Maternity Leave or 12 weeks of maternity leave, depending on whether your child is a Singapore citizen and other criteria.

You can refer to: <http://www.mom.gov.sg/employment-practices/leave/maternity-leave>.

6.3 CHILDCARE LEAVE ENTITLEMENT WILL BE BASED ON MOM GUIDELINES:

Eligible working parents of Singapore citizen children are entitled to 6 days of paid childcare leave per year. Parents of non-citizens can get 2 days of childcare leave a year under the Employment Act.

(<http://www.mom.gov.sg/employment-practices/leave/childcare-leave>).

6.4 PATERNITY LEAVE ENTITLEMENT WILL BE BASED ON MOM GUIDELINES:

Eligible working fathers, including those who are self-employed, are entitled to 2 weeks of paid paternity leave funded by the Government. As a working father, you are entitled to Government-Paid Paternity Leave (GPPL) for all births if you meet the following requirements:

Your child is a Singapore citizen. You are lawfully married to the child's mother.

For employees: you have served your employer for a continuous period of at least 3 months.

(<http://www.mom.gov.sg/employment-practices/leave/paternity-leave>).

6.5 SHARED PARENTAL LEAVE ENTITLEMENT WILL BE BASED ON MOM GUIDELINES:

As a working father, you can apply to share 1 week to share up to 4 weeks of your wife's 16 weeks of Government-Paid Maternity Leave, subject to your wife's agreement.

Eligibility

If you are a working father, including one who is self-employed, you are entitled to shared parental leave if you meet the following requirements:

- Your child is a Singapore citizen.
- The child's mother qualifies for Government-Paid Maternity Leave (GPML).
- You are lawfully married to the child's mother.

(<http://www.mom.gov.sg/employment-practices/leave/shared-parental-leave>).

Any absence for medical or other reason will have systematically to be registered in our system (holiday applications, timesheet). Without any information in our System we will deduct the absences of your annual leave balance.

7. Training reimbursement:

Should the employee terminate the contract within 12 months of completing training financed by the company, the employee is responsible for reimbursing the company any costs associated to the training.

8. Non-solicitation clause:

The employee agrees in case of employment contract termination, and regardless of the reason, to:

Not enter into service (within 6 months - either directly or indirectly) of a client of the company of which the employee has been part of, is part of, or is planning to be part of a project (within 6 months),

Not stimulate the resignation of another company employee, and conserve all elements, documents or correspondence belonging to the company.

9. General Discipline

9.1 CLOTHES

Proper clothes shall be worn by all Employees. Regular contacts with clients call for a smart appearance.

9.2 DUTY OF CONFIDENTIALITY

The nature of the works undertaken by the Company implies that all Employees shall observe an absolute duty of confidentiality toward anyone, including the other members of staff, regarding any information they may have accessed while performing their professional functions.

Any disclosure of information shall be deemed serious misconduct and may incur as such the immediate termination of the employment contract without notice or compensation. Such a responsibility may be attributed to the Company, but the prejudice, including any financial damages, shall be assumed by the Employee.

9.3 SOCIAL NETWORKS

Employees are not allowed to mention the name of their clients, nor the descriptive of the post held within the client company, on social networks. Antaes Asia Pte Ltd may consider any breach of this clause as a failure to fulfill contractual obligations, and may issue a work warning.

9.4 GENERAL INSTRUCTIONS

It is strictly forbidden, on the Company's or on the Client's premises, without the express authorization of the Client and the Company Management team:

- To take anything out of the premises,
- To allow any unauthorized person to enter the premises,
- To leave the workstation without authorization,
- To work for private purposes.

9.5 TERMINATION OF THE EMPLOYMENT CONTRACT FOR SERIOUS MISCONDUCT

Are considered as serious misconduct that may lead to the immediate termination of the employment contract without compensation, among other causes:

- Theft to the detriment of the Company, the clients or a member of staff,
- Refusal to comply,
- Derogatory remarks against the Company and its Employees,
- Fraud,
- Any violation of the obligation of professional secrecy,
- Unjustified and repeated absences,
- The misappropriation of components, elements, documents, or clients to the benefit of anyone,
- Non-authorized abandonment of post,
- Negligence in performing one's functions,
- Asking clients for favors or loans of money,
- Accepting undeclared monies,
- Any behavior likely to disrupt the staff of the clients and the Company.
- The falsification of any document (for example, activity reports, expenses, presence monitoring).

10. Social Benefits

The Employer contracted an health Insurance covering life death & disability, life accident, Hospitalization & non-hospitalization, disability income, cancer treatment, repatriation, only for Antaes Asia Pte Ltd employees (please refer to Antaes Asia Pte Ltd Employee booklet).

11. Place of Jurisdiction

The court of the place of residence or of the head office of the defendant, or the court where the worker usually performs his functions, shall be competent to try actions based on the labor legislation.

Received on _____

Signature of the consultant: