

SECONDMENT AGREEMENT

[to be used when this Agreement is executed on an individual basis by each Secondee]

THIS AGREEMENT (this "Agreement"), effective as of the first day of [DATE OF EMPLOYMENT]-
08/10/2022 by and between:

- (1) [NAME OF SERVICE PROVIDER]- _____, a
corporation existing under the laws of [_____], with a principal place of business at [SERVICE
PROVIDER'S BUSINESS ADDRESS] (hereinafter referred to as "Secondor"), and -

- (2) **[INSERT NAME OF APPLICABLE CITI LEGAL VEHICLE] - -**

a banking association organized under the laws of the United States of America and acting through
its branch in Singapore with a place of business at No.5 Changi Business Park Crescent, #06-01,
Singapore 486027 (hereinafter referred to as "Citibank"), and
- (3) [NAME OF CONTRACTOR]- Syed Naser Uddin
(hereinafter referred to as "Secondee").

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the above-noted parties agree to a secondment of Secondee from Secondor to Citibank under the terms and conditions contained herein.

1. Term

- 1.1 The term of this Agreement together with all Schedules (the "Term") shall commence on [CONTRACTOR'S CONTRACT START DATE]- 08/10/2022 and, subject to prior termination, shall continue until the termination date of the Work Order dated [_____] pursuant to [INSERT NAME /DATE OF AGREEMENT] -
Syed Naser Uddin
or any amendments or extensions thereof unless otherwise agreed to by the parties in writing.

2. Seconded Services

- 2.1 During the Term, the Secondee shall remain an employee of the Secondor and shall be assigned to perform duties by Citibank as set out in the position description attached as Schedule A.
- 2.2 During the Term, with prior notice given to the Secondee, the Secondee's job description may vary from Schedule A.

3. Conditions

- 3.1 During the Term, the Secondee will receive his/her pre-secondment salary including all bonuses and other emoluments from the Secondor in accordance with his contract with the

Secondor. The Secondor shall make all contributions to the Secondee's Central Provident Fund, if applicable.

- 3.2 During the Term, the Secondor shall also be responsible to administer all other employee benefits, including but not limited to leave and medical benefits, in accordance with the terms of the Secondee's contract with the Secondor.
- 3.3 During the Term, the Secondor shall be responsible to arrange for the appropriate government approvals for the Secondee including but not limited to his employment pass and shall also be responsible for the repatriation of the Secondee.

4. Ancillary Costs

- 4.1 All training, seminar or other costs incurred by the Secondee, if approved by the Secondor, shall be borne by Secondor during the Term.

5. Confidentiality

- 5.1 The Secondee shall keep strictly confidential all information concerning Citibank and/or third parties, or any of the business or activities of Citibank and/or third parties acquired as a result of participation in this Agreement. The Secondee shall not, during the Term of this Agreement or at any time thereafter, use for his/her own purposes or benefit or divulge or communicate to any person (other than as authorised by Citibank or as required for the purposes of providing the services contemplated under this Agreement) any trade secrets or other information which is for the time being confidential relating to the business of Citibank or any of its subsidiaries and to its clients, customers and other third parties with whom Citibank or any of its subsidiaries has business dealings, being information which is marked 'confidential' or which Citibank shall have notified the Secondee is to be kept confidential or which would by its nature normally be regarded as being confidential or which to the knowledge of the Secondee or any of them or Citibank has been obtained by Citibank or any of its subsidiaries from a third party on terms that Citibank or such subsidiary is to keep it confidential, but this obligation shall not extend to information or knowledge which is for the time being in the public domain (otherwise than by reason of its wrongful disclosure) or which is required to be disclosed by law. Further, the Secondee shall abide by the banking secrecy provisions i.e. section 47 of the Banking Act and execute the banking secrecy and confidentiality undertakings set out in Schedule B.
- 5.2 During the Term, the Secondee will perform his/her duties so as to respect the principles and intent of the respective Code of Conduct of Citibank and the Secondor.

6. Termination

- 6.1 Either Citibank or the Secondor may terminate this Agreement on one (1) month's written notice of intention to terminate.
- 6.2 Either Citibank or the Secondor may terminate this Agreement on less than one (1) months written notice on terms which are mutually acceptable to Citibank, the Secondor and the Secondee.
- 6.3 Citi, acting in its sole and absolute discretion, shall have the right to terminate this Agreement with immediate effect in the following instances:
 - 6.3.1 Any misrepresentation in the documents submitted;
 - 6.3.2 Breach of any material term of this Agreement;
 - 6.3.3 Dishonesty or misconduct;

- 6.3.4 Neglect or refusal to attend to duties assigned;
- 6.3.5 Failure to observe Citi's rules and regulations;
- 6.3.6 Where the Seconded becomes a bankrupt or is charged with any criminal offence;
- 6.3.7 The Seconded was in breach of its obligations pursuant to Clause 5 above; or
- 6.3.8 Where the Seconded's actions would have entitled Citi, if the Seconded was an employee of Citi, to summarily dismiss the Seconded.

7. Completion Of Assignment

- 7.1 Immediately after completion or termination of this Agreement, the Seconded shall return to the Secondor.

8. Addresses For Notices

- 8.1 Any notice made under this Agreement shall be deemed given to the other parties if in writing and personally delivered; sent by registered mail; addressed as follows:

To: **[INSERT NAME OF APPLICABLE CITI LEGAL VEHICLE]**, SINGAPORE
BRANCH - CITIBANK,N.A.,SINGAPORE BRANCH,
No.5 Changi Business Park Crescent, #06-01, Singapore 486027
Attention: Vendor Management Team

To: **[NAME OF SERVICE PROVIDER]** - MAVERIC SYSTEMS LIMITED, SINGAPORE BRANCH

[SERVICE PROVIDER'S BUSINESS ADDRESS] -
15, Changi Business Park Crescent #04-07, Haite Building, Singapore – 486006
Attention: Account Management Team

Attention: []

To: **[NAME OF CONTRACTOR]** - _____

**[CONTRACTOR'S SG ADDRESS AS STATED IN THE CERTIFICATION LETTER
OF PERSONNEL PARTICULAR FORM]** -

- 8.2 The address of any party may be changed to any other address by notice in writing to the other parties. Notice personally served shall be deemed received when actually delivered. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing, except in the case of a postal disruption, then any notice shall be given by facsimile transmission or personally served.

9. Interpretation

- 9.1 It is not the intention of the parties that this Agreement or the operation thereof shall create a legal relationship between any of them which could be construed as an agency, partnership or joint venture.

10. Entire Agreement

- 10.1 This Agreement together with all Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter of this Agreement and there are no representations or warranties, express or implied statutory or otherwise and no agreements collateral to this Agreement other than as expressly set forth or referred to herein.

11. Further Acts And Assurances

- 11.1 Each of the parties will, at the reasonable request of the other(s), take such steps or provide such further assistance as may be required to enable due performance of the terms and conditions of this Agreement.

12. Applicable Law

- 12.1 This Agreement shall be construed, interpreted and applied in the Courts and according to the laws in force, in Singapore.
- 12.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ('proceedings') each of the parties irrevocably submits to the jurisdiction of the Singapore courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

13. Contracts (Rights Of Third Parties) Act (Chapter 53B)

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of the terms.

IN WITNESS WHEREOF, authorized officers of the parties hereto have duly executed this Agreement as of the date first above written.

For and on behalf of
[INSERT NAME OF SECONDOR]

Signature _____

FULL Name as of Passport / NRIC _____

Title _____

Date _____

For and on behalf of

[INSERT NAME OF APPLICABLE CITI LEGAL VEHICLE], SINGAPORE BRANCH

Signature _____
FULL Name as of Passport / NRIC _____
Title _____
Date _____

[INSERT NAME OF SECONDEE]

Signature _____
FULL Name as of Passport / NRIC Syed Naser Uddin
Job Title _____
Date 08/10/2022

SCHEDULE A

Seconded's Job Description
(Further particulars on Scope of Work)

CONFIDENTIALITY AND SECRECY UNDERTAKING

I, [], ("Secundee") have entered into a secondment agreement dated [] ("Secondment Agreement") with [insert name of Secondor] ("Secondor") and **[INSERT NAME OF APPLICABLE CITI LEGAL VEHICLE]**, Singapore Branch ("CITIBANK"). By the execution of this Confidentiality and Secrecy Undertaking, I confirm that I have been notified and that I understand the effect of and undertake to observe and prevent disclosure of information which will cause CITIBANK or any of its affiliates to violate:

- a its common law duty to its customers to keep affairs of the customers of the bank confidential; and
- b. its statutory duty pursuant to Section 47 of the Banking Act Cap 19 not to disclose any information relating to, or any particulars of, an account of a customer of the bank, whether the account is in respect of a loan, investment or any other type of transaction or deposit information to any person except as expressly provided in the Banking Act Cap 19.

I agree to treat the information and materials received or otherwise obtained from CITIBANK as confidential, and to exercise at least the same degree of care with respect to CITIBANK's Confidential Information that I would exercise to protect my own confidential information from unauthorized disclosure or use. As a condition to my performing any services for CITIBANK, I agree, and I do hereby agree, to abide by the obligations of confidentiality, which include the following:

1. not to disclose CITIBANK's Confidential Information, except to other employees of Secondor on a "need to know" basis and only to the extent necessary to fulfil my obligations under the Agreement;
2. not to reproduce CITIBANK's Confidential Information in any media without the express written approval of CITIBANK;
3. not to remove or transmit CITIBANK's Confidential Information from CITIBANK's premises without CITIBANK's express prior written consent;
4. not to remove any copyright or other proprietary notice or indication of confidentiality contained on or included in any item of CITIBANK's Confidential Information; and
5. to reproduce any copyright or other proprietary notice or indication of confidentiality on any reproduction, modification or translation of such Confidential Information.

I agree that for purposes of this Confidentiality and Secrecy Undertaking, "Confidential Information" shall mean and include all tangible or intangible information and materials, in any form or medium (and without regard to whether the information is owned by CITIBANK or by a third party), that is furnished or disclosed to me or any of my personnel by CITIBANK, or otherwise obtained by me or any of its personnel from CITIBANK. I am aware that the Secondment Agreement provides for the exclusion of certain types of information and materials from the definition of CITIBANK's "Confidential Information"; however, I shall treat as confidential all information that would otherwise qualify as "Confidential Information".

By signing this Confidentiality and Secrecy Undertaking, I intend for the CITIBANK to rely upon my adherence to the obligation of confidentiality set forth above in permitting me to work on the project contemplated by the Secondment Agreement.

Signed by:

Name: _____
NRIC or Passport No: _____
Nationality: _____
Date: _____

In the presence of:

Name: _____
NRIC or Passport No: _____
Nationality: _____
Date: _____