**Terms Of Contract**

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**EMPLOYMENT CONTRACT**

**[COMPANY NAME]**

|  |  |
| --- | --- |
| Version No. | **[ ]** |
| Release Date | **[ ]** |
| Author | **GLS** |

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**THIS AGREEMENT** is made on this [●] day of the month of [ ]:

**BETWEEN**

**(1)** **[ ]**, a company with registration number [ ], at [ ] (the “**Company**”); and

**(2)** **[ ],** an individual with residence address at [ ], and passport number [ ] (the “**Employee**”),

(each a “**Party**” and collectively the “**Parties**”).

**RECITALS**

**A.** The Company is a leading [DESCRIBE NATURE OF BUSINESS].

**B.** The Company wishes to retain the Employee to help it develop and deliver on its core business propositions.

**C.** The Parties intend to give effect to Recital B in accordance with the terms and conditions set out below.

**IT IS HEREBY AGREED as follows:**

## DEFINITIONS

### The defined terms in this Agreement shall have the meaning ascribed to them in **Schedule 1 (Definitions)**.

## INTERPRETATION

### In this Agreement:

#### where the context permits, references to the singular shall include references to the plural and vice versa;

#### “including” shall be construed without limitation;

#### clause headings are inserted for convenience only and shall not affect the construction of this Agreement;

#### any reference to specific laws or regulations shall be reference to such laws as amended from time to time; and

#### Capitalised terms shall have the meanings attributed to them in Schedule A (Definitions).

## VISA AND WORK AUTHORISATION

### The Employee shall at all times comply with the terms and conditions of any Approvals required in connection with the performance of his obligations under or in connection with this Agreement.

### Subject to the Employee’s prompt provision of such documents, information and assistance as it may require, the Company agrees to take reasonable steps to assist in obtaining and maintaining the relevant Approvals.

### Any act or omission by the Employee which results in a failure to maintain an Approval as required under this Clause 2 will constitute a Material Breach of this Agreement.

## TERM OF THE APPOINTMENT

### Subject to all necessary Approvals having been obtained, the employment of the Employee will commence on 8th January 2018, when the Employee's continuous period of employment shall also begin.

### Where the Approvals referred to in Clause 3.1 have not been obtained by the nominated date, the Employee’s employment shall commence on a date agreed upon by the Employee and the Company.

### The Employee’s employment shall continue until terminated in accordance with Clauses 4, 15, 16, or 17.

## PROBATION PERIOD

### The first [3] months of the Employee's employment will be a Probation Period, during which:

#### the Company may terminate the Employee's employment upon 1 weeks’ notice, or payment in lieu of notice; and

#### the Employee may terminate upon 1 months’ notice.

### The Company may, at its discretion, extend the Probation Period for up to a further 3 months. During the Probation Period the Employee’s performance and suitability for continued employment will be monitored.

### The Employee will be informed in writing by the Company on successful completion of the Probation Period.

## APPOINTMENT, TITLE AND PLACE OF WORK

### The Company shall employ the Employee as [ROLE], or in such other capacity or title of a similar nature as the Company may from time to time reasonably require.

### Subject to Clause 5.3, the Employee's normal place of work will be at [CO ADDRESS] or such other place to which the Company may relocate to from time to time.

### The Employee acknowledges and agrees that the Company may also require the Employee attend other countries or locales from time to time as may be reasonably necessary in order to fulfil his duties under this Agreement.

## HOURS OF WORK

### The Company’s normal Working Days consists of 8 hours per day, 5 days per week, excluding Saturday and Sunday.

### Notwithstanding Clause 6.1, the Employee acknowledges that he will be required to work such hours as is necessary to perform the duties of the Senior Software Engineer, and in the best interests of the Company.

### The Employee acknowledges and agrees the seniority of his appointment exempts the Employee from the working hours and overtime provisions of the Labour Laws.

## DUTIES OF THE EMPLOYEE

### During the Term, the Employee shall perform the Duties as set out in **Schedule B (Employee Duties)** and as otherwise directed by the Company.

### The Employee’s Supervisor shall be [ SUPERVISOR NAME], or such other person as may be authorised by the Company from time to time.

### The Employee shall faithfully and diligently perform all Duties as would be expected of Good Industry Practice for a similarly situated Senior Software Engineer.

### In addition, the Employee shall faithfully and diligently perform all Duties and Instructions as may be assigned to him by the Company and the Supervisor.

### The Employee shall devote 100% of his business time, attention, and efforts to the performance of his Duties under this Agreement, and use his best efforts to promote the best interests of the Company.

### The Employee shall not engage in any other employment, business, consultation, or occupation, during the Term including any activity that:

#### conflicts with the interests of the Company or any associated company;

#### competes, whether directly or indirectly, with the business of the Company;

#### interferes with the proper and efficient performance of his duties on behalf of the Company; or

#### interferes with the exercise of his judgment in the Company’s best interests.

### For the purposes of Clause 7.6, if the Employee wishes to undertake any other paid or unpaid employment other than for the Company, the Employee shall seek the prior written approval of the Company.

### The Employee agrees and undertakes to inform the Company, immediately after becoming aware of any matter that may in any way raise a conflict of interest between:

### the Employee;

### any member of his family; or

### any company or business entity in which the Employee or his family has an interest;

### and the Company.

## WARRANTIES BY THE EMPLOYEE

### During the term of this Agreement the Employee warrants and represents to the Company that he shall:

#### not do anything which could cause the Employee to be disqualified from continuing to act an employee of the Company;

#### perform all Duties, as set out in Clause 7 and **Schedule B (Employee Duties)**, faithfully, diligently and with due care, and use best endeavours to promote the interests of the Company;

#### comply with all rules and regulations issued by the Company, copies of which shall be provided to the Employee;

#### obey the reasonable and lawful Instructions, and comply with the policy directions, of the Board and the Supervisor;

#### keep the Supervisor promptly informed of any conflict of interest to which the Employee is or may become subject; and

#### at all times comply with the Company’s Anti Bribery & Corruption Policy as may be communicated and updated from time to time.

### The Employee acknowledges and agrees that any breach of his obligations under this Clause 8 shall be deemed a Material Breach of this Agreement and cause for termination without prior notice under the Labour Laws.

## REMUNERATION

### The Employee's total annual compensation shall be [TOTAL ANNUAL SALARY] per year payable in monthly instalments as basic salary and allowances as follows:

#### Base Monthly Salary: [PER MONTH SALARY] per month; and

#### [OTHER].

### The monthly instalments shall be paid on or about the [30th ] day of each month in arrears, except if on a weekend or public holiday then the first Working Day thereafter.

### All payments to the Employee shall be made to the Employee’s nominated bank account

## BONUSES

### Subject to Clauses 10.3 and 10.4, the bonus for any Financial Year, if so payable, shall be determined and paid by the Company by the end of [Q1 of the next Financial Year].

### Subject to Clauses 10.3 and 10.4, a bonus review based on the Company's overall performance and profits shall be conducted at the end of each Financial Year.

### The amount of the Employee’s bonus in any particular Financial Year (if any payable) is entirely discretionary and shall be determined by the Company based on the bonus review.

### The Employee acknowledges and agrees that the Employee is not entitled to any review of the Company’s decision to pay or not pay the bonus.

## ANNUAL LEAVE

### The Employee shall be entitled to all Singapore Public Holidays and an additional [15] Working Days of paid leave in the first year of employment, and [20] Working Days of paid leave in the subsequent years of employment.

### The paid leave shall be subject to:

#### pro rata entitlement during the year in which the Employee’s employment is treated as commencing and during the year in which it is terminated;

#### leave shall be taken at such reasonable times as the Supervisor shall approve; and

#### leave shall be subject to the business exigencies of the Company, and to the requirements and performance of the Employee’s Duties.

### Any accrued but unused annual leave remaining at the end of any calendar year shall lapse and the Company shall not be responsible for any entitlement or payment in lieu, except that:

#### if the Employee is prevented from taking leave because of the unexpected business requirements of the Company, a maximum of 5 leave days may be carried over to the following calendar year; and

#### any leave carried over to the following calendar year under Clause 11.3.1 must be used within 3 months.

### Annual leave entitlement shall be calculated pro-rata based on Working Days employed during that year, rounded down to the nearest fully accrued leave day.

### The Employee is entitled to payment in lieu for any untaken leave accrued upon termination of this Agreement, however, the Company may require the Employee to take accrued leave during any applicable Notice Period.

### The Employee is entitled to take sickness leave as may be required subject to a notification by the Employee by 10.00 A.M. on the day of sickness, and subsequent production of a medical certificate from a doctor confirming the need for leave.

## TAXES AND DEDUCTIONS

### The Employee shall be solely liable for any employee related Taxes or duties arising from the Employee’s employment by the Company, whether in Singapore, or any other jurisdiction.

### Any and all payments made under this Agreement, shall be subject to such deductions for income Tax and any other Taxes/duties as the Company is required to make by Applicable Law.

## EXPENSES

### Subject to approval by the Supervisor, the Employee will be entitled to claim from the Company reasonable expenses including any travel related expenses incurred in the course of the performance of his Duties.

### The Employee shall submit all reimbursable expenses to the Supervisor for approval within 30 days of incurring the expense failing which the Company shall not be obliged to reimburse the expense.

## MISCELLANEOUS CONDITIONS OF EMPLOYMENT

### The provisions of the Company’s employee policies, manual, or handbook, if any, shall not apply to the Employee’s employment with the Company or form part of this Agreement except for any provisions related to:

#### personal dealing, Anti-Corruption Policy, sick pay, attendance and leave, expenses, pay periods, and office and site policies; and

#### if there is any conflict between this Agreement and such provisions, then this Agreement shall prevail.

### Any disciplinary matter affecting the Employee will be dealt with by the Supervisor and/or the Board.

### The Employee will be subject to performance reviews which may be conducted every quarter during a Financial Year, or as the Company may require.

## TERMINATION

### Subject to Clause 4, either Party may terminate this Agreement upon issuance of a Termination Notice:

#### giving up to [3] months’ notice if by the Company to the Employee;

#### giving [12] months’ notice, if by the Employee to the Company, subject to Clause 15.2; or

#### such other time period as may be decided by the Company at its sole discretion.

### The Company may, in its sole discretion, agree to reduce the notice period to not less than [1-months’] notice.

### Where the Company exercises its right under Clause 15.2, the Company shall have no liability to the Employee whatsoever for the extent of the notice period reduction.

### ‘Payment in lieu’ shall be equal to the Base Monthly Salary for each month, or part thereof, of the Termination Notice that the Employee is entitled to receive under this Agreement less any other deductions required under this Agreement or Applicable Laws.

### [For the avoidance of doubt, the ‘payment in lieu’ shall not include any element in relation to:

#### any bonus payments that might otherwise have been due during the period for which the ‘payment in lieu’ is made;

#### any payment in respect of benefits which the Employee is entitled to receive during the period for which the ‘payment in lieu’ is made; and

#### any payment in respect of any leave entitlement that would have accrued during the period for which the ‘payment in lieu’ is made.]

### The Employee agrees and acknowledges that any outstanding amounts in the deferred compensation pool shall be unconditionally forfeited by the Employee upon issuance of a Termination Notice.

## TERMINATION FOR CAUSE

### The Company may terminate the Employee’s employment at any time without prior notice if the Employee shall:

#### commit any Material Breach, or continue (after written warning) to commit any breach, of obligations or duties under this Agreement;

#### be guilty of any material misconduct or material neglect in the discharge of duties which causes the Company to suffer substantial material loss;

#### breach any of the Warranties set out in Clause 8;

#### be convicted of any criminal offence involving honesty, honour, or public morals which in the reasonable opinion of the Company affects his position as an employee under this Agreement; or

#### commit any offense specified in the Labour Laws which would result in “cause” for termination.

### Termination of Employment under Clause 16.1 shall be without prejudice to the continuation of the provisions that are expressed to continue after the termination of this Agreement.

## OBLIGATIONS ON TERMINATION

### On termination of the employment (however arising) the Employee shall:

#### immediately deliver to the Company all documents, books, materials, records, correspondence, and information (on whatever media and wherever located) relating to the business or affairs of the Company;

#### return to the Company his business contacts, any keys, credit card and any other property of the Company, in the Employee’s possession or control;

#### irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources;

#### provide a signed statement stating full compliance of this Clause 17 together with such reasonable evidence of compliance as the Company may request; and

#### execute a separation agreement settling any and all liability between the Employee and the Company in a form and manner acceptable to the Company.

## INTELLECTUAL PROPERTY

### All IPR created, in whole or in part, by the Employee during the Term of this Agreement shall vest unconditionally and immediately upon its creation with the Company.

### The Company may, from time to time, request the Employee to create / develop IPR as part of the Employee’s duties or work and the Employee:

#### acknowledges and agrees that all new IPR is created at the request, and for the benefit of the Company, and that the Company owns that IPR; and

#### shall do everything necessary or requested by the Company to enable it to own the new IPR, including formally assigning / procuring the assignment of all rights in the new IPR.

### To the extent any IPR does not automatically vest in the Company, the Employee agrees to assign all such rights to the Company.

### To the extent any IPR set out in clause 18.3 cannot be assigned under any Applicable Law the Employee agrees to hold such right in trust for the Company.

### Where Clause 19.4 applies the Employee shall grant the Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense) in such IPR.

### To the extent any IPR can neither be assigned (under Clause 18.3) nor licensed (under Clause 18.4 and ) to the Company, the Employee irrevocably agrees never to assert such non-assignable and non-licensable rights against the Company.

### All documents and other materials (whether originals or copies) made or compiled by or delivered to the Employee during employment and concerning the Company:

#### will immediately be returned to the Company by the Employee upon termination of employment; and

#### the Employee will not retain any copies of such documents or materials whether electronically or in hard copy.

## CONFIDENTIALITY

### During the Term and for [3] years afterwards the Parties agree to keep the Confidential Information of the other Party strictly confidential.

### The Parties may only use the other party’s Confidential Information strictly for the purposes of performing their obligations under this Agreement.

### The Parties shall not disclose Confidential Information about the other to any Third Party unless specifically authorised by the Parties to receive such information, and even then, only on a strictly ‘need to know’ basis.

### This Clause 19 does not apply to Confidential Information which:

#### is the subject of a Mandatory Disclosure under any Applicable Law or as otherwise required by any order of a court of competent jurisdiction;

#### is in or comes into the public domain other than by breach of this Agreement or of any obligation of confidence owed under or in connection with this Agreement;

#### the receiving person can show it knew about the Confidential Information before disclosure;

#### was subsequently disclosed to the receiving Person lawfully by a Third Party who did not acquire the information under an obligation of confidentiality; or

#### is independently developed by or for the receiving Person at any time by Persons who have had no access to or knowledge of the said information.

## ANTI-BRIBERY AND CORRUPTION

### The Employee warrants and represents that it shall at all times comply with the Company’s Anti-Bribery & Corruption Policy as may be communicated to the Employee and updated from time to time.

### The Employee warrants and represents to the Company that at the Agreement Date and throughout the Term the Employee:

#### will never (directly or indirectly) accept, solicit, agree to receive, promise, offer or give any Inducement or other payment which may create any improper advantage to the Company’s business; and

#### is knowledgeable of and will manage the Company’s activities in full compliance with Company Policy and all Applicable Laws regarding anti-bribery and corruption obligations.

### The Employee acknowledges and agrees that any breach of his obligations under this Clause 20 shall be deemed a Material Breach of this Agreement, and could result in disciplinary action, or termination for cause.

## NON-DISCLOSURE, NON-COMPETE, NON-SOLICIT AND OTHER RESTRICTIONS

### The Employee acknowledges and agrees that:

#### he is likely to obtain trade secrets and Confidential Information and personal knowledge of and influence over employees of the Company during the course of his employment; and

#### his position and duties to Company are such that the Employee will and has substantial value in knowledge and relationships of high commercial importance to the Company.

### To protect these interests of the Company, the Employee agrees to be bound by the terms of this Clause 21.

### For the Restraint Period, the Employee shall not, directly or indirectly, own, manage, operate, participate in including as an employee or contractor, or finance any Competitor.

### For a period of [6] months from the Termination Date, the Employee will not, whether directly or indirectly, entice or try to entice away from the Company any employee, director, officer, client, contractor, broker or advisor of the Company.

### Following the End-of-Service Date, the Employee will not represent as being in any way connected with the businesses of the Company.

## NOTICES

### Any notice under this Agreement shall be in writing and shall either:

#### be given personally or be sent by prepaid first-class post;

#### by the Company to the Employee at the address stated above or at the other last known address, or

#### by the Employee to the Company at his address stated above or his other last known address.

### Any notice sent by the Company by post shall be deemed to have been received two Business Days after the date of posting.

## DISPUTES

### If a Dispute arises under this Agreement, a Party may give to the other Party a Dispute Notice requiring its resolution in accordance with this Clause 23.

### During a Dispute, the Parties shall:

#### continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties agree otherwise; and

#### act in good faith and in a fair and equitable manner with a view to resolving the Dispute without the requirement for formal proceedings.

## INFORMAL DISCUSSIONS

### If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given to the other Party, informal discussions may be held with the Supervisor and the Employee to resolve the Dispute.

## COURT-BASED RESOLUTION

### If the informal discussions in accordance with Clause 24 is unable to settle the Dispute within 30 Working Days, then either Party may resolve the Dispute by referring the same to the courts under Clause 30.2.

## MISCELLANEOUS

### This Agreement comprises the whole agreement between the Parties relating to the employment and association with the Company, to the exclusion of all other warranties, representations made in good faith, undertakings and collateral contracts.

### The provisions of Clause 8, 12, 15, 16, 17, 19, 21, 22, 29 and 30 shall survive the termination and/or expiry of this Agreement.

### Clause 26.2 does not limit the survivability of other provisions, which by their nature, are likewise intended to survive the termination and/or expiry of this Agreement.

## RIGHTS OF THIRD PARTIES

### No Third Party shall have any right to enforce any term of this Agreement.

## DATA PROTECTION

### The Employee gives consent to the holding, processing and disclosure of Personal Information (including sensitive personal data) provided by the Employee to the Company for all purposes relating to the performance of this Agreement including:

#### administering and maintaining personnel records;

#### paying and reviewing salary and other remuneration and benefits;

#### providing and administering benefits (including if relevant, pension, life assurance, permanent health insurance and medical insurance);

#### undertaking performance appraisals and reviews;

#### maintaining sickness and other absence records;

#### taking decisions as to the Employee’s fitness for work;

#### providing references and information to governmental and quasi-governmental bodies for social security, Tax and other purposes;

#### providing information to future business partners or customers of the Company; and

#### transferring information concerning the Employee to a country or territory outside [●].

### The Employee acknowledges that during employment the Employee will have access to and process, or authorise the processing of Personal Information held and controlled by the Company.

### The Employee agrees to comply with the terms of any relevant data protection or privacy laws in relation to such data and to abide by the Company’s data protection policy issued from time to time.

## SEVERABILITY

### In the event that any provision of this Agreement is deemed unenforceable by any court or tribunal of competent jurisdiction, it shall be severed, and the balance of the Agreement shall be enforced.

## GOVERNING LAW AND JURISDICTION

### This Agreement and any Dispute or Claim arising out of or in connection with it or its subject matter or formation is governed by and will be interpreted in accordance with the law of [●].

### The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of [●] to settle any Dispute or Claim that arises out of or in connection with this Agreement or its subject matter or formation.

**This Employment Agreement is EXECUTED by the Employee and a representative of the Company duly and fully authorized by the Board of the Company to enter into this Agreement on the date mentioned above.**

**EXECUTION**

**EXECUTED** as an Agreement on the date and year first written above.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of | |  |  |
| **[COMPANY]**  as its duly authorised representative: | |  |  |
|  | |  |  |
|  | Signature of duly authorised representative |  |
|  | |  |
|  | Name of duly authorised representative (print) |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** by | |  |  |
| **[EMPLOYEE]** | |  |  |
|  | |  |  |
|  | Signature of employee |  |
|  | |  |
|  | Name of employee (print) |  |

# SCHEDULE 1 | DEFINITIONS

In this agreement (unless the context otherwise requires), the following words and phrases shall have the following meaning:

|  |  |
| --- | --- |
| **Affiliate** | means any entity that is Controlled by the Company or under common Control of the Company; |
| **Agreement** | means this agreement and the Schedules hereto; |
| **Agreement Date** | means the date stated as such at the top of this Agreement; |
| **Anti-Bribery & Corruption Policy** | means the anti-bribery and corruption policy of the Company as may be communicated from time to time to the Employee; |
| **Applicable Law** | means all national, state, local and municipal legislation, regulations, statutes, by-laws, Approvals and/or other laws and any other instrument having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions thereto) relating to or connected with the activities contemplated under this Agreement wherever so located and/or performed; |
| **Approvals** | means any licenses, permits, consents, approvals and authorisations (statutory, regulatory or otherwise) that the Employee may require (whether to comply with Applicable Law or otherwise) to perform his obligations under this Agreement including residence visa, employment passes, labour card and letter of no objection, if applicable; |
| **Base Monthly Salary** | means the 12 equal monthly instalments of the Employee’s annual base salary, as set out in Clause 9.1; |
| **Board** | means the board of directors of the Company or any duly authorised committee of the same; |
| **Business Day** | means a day other than a weekend, official public holiday or a day upon which banks are otherwise generally closed for business in the relevant jurisdiction; |
| **Claim** | means any allegation, debt, judgment, cause of action, action, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise asserted by any Person at any time; |
| **Competitor** | means any business which operates in a similar market to the business of the Company by way of products, customers, market or business strategy, including the business related to the quantitative and algorithmic trading / active management of cryptocurrencies on Binance, Bithumb, Bittrex, Bitfinex, OKEx, Poloniex, GDAX/Coinbase, Huobi, Bitstamp, Coinone, HitBTC, Kraken, Korbit, Bit-Z, BitFlyer, Ethfinex, BTCC, Coinnest, Gemini, Exmo, Koinex, Bitcoin Indonesia, Coincheck, Quoinex/Liqui, Zaif, or any other exchanges which the Employee has interacted with, or worked on code that interacts with such exchanges, in the 12 months preceding the Termination Date; |
| **Confidential Information** | means this Agreement and all information of any nature which a Party may have or acquire before or after the Agreement Date, however conveyed (whether in writing, verbally, in a machine readable format or by any other means and whether directly or indirectly), which relates to and includes: the business, financial information; business methods; technological methods, practices, products, price lists, developments, Personnel, suppliers and customers;computer software or data of any sort and hardware architecture developed, compiled, or used by the Company;computational algorithms, procedures, methods, or techniques developed by the Company or the essential ideas and principles underlying such algorithms, procedures, methods, or techniques;trading strategies and/or order execution techniques developed, investigated, evaluated, or employed by the Company or any information that might reasonably be expected to lead to the development of such strategies;information related to any market inefficiencies or anomalies, statistical price relationships or patterns, or phenomena related to the execution of orders discovered, investigated, researched, or measured by the Company;information regarding the financial instruments traded or investigated by the Company and the results of any analysis conducted by the Company; orinformation concerning or relating to the investment returns of the Company, of a Party and its Affiliates (whether or not designated as Confidential Information by the disclosing Party), and all information designated as confidential or which ought reasonably to be considered confidential; |
| **Company Policies** | means any and all policies maintained by the Company in connection with its business and as may be notified to the Employee from time to time; |
| **Dispute** | means any dispute between the Parties under or in connection with this Agreement; |
| **Dispute Notice** | means a notice by a Party specifying the existence of a Dispute under or in connection with this Agreement and calling for its resolution under Clause 23; |
| **Duties** | means the performance of the Employee’s obligations, tasks, and responsibilities under this Agreement, as more specifically set out in Clause 7 and Schedule B (Employee Duties); |
| **End-of-Service Date** | means the Termination Date; |
| **Financial Year** | means the financial year commencing on 1 January of a calendar year and ending on 31 December in the same calendar year; |
| **Garden Leave Period** | means the time period between the date of the Termination Notice up to a maximum period as determined by the duration of the required notice period in the Termination Notice during which the Employee shall remain an employee of the Company, but where the Company may, at its discretion, cease to provide the Employee with any work or relieve the Employee of all Duties; |
| **Good Industry Practice** | means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced Person carrying out the same type of activity and applying the best industry practices under the same or equivalent circumstances acting generally in accordance with all Applicable Laws; |
| **Inducement** | means the making of any promise or any gift, transfer, payment, loan, reward, inducement, benefit or other advantage (whether directly or indirectly), which may be construed as being made to solicit any favour to or from any Person; |
| **Instruction** | means any reasonable instruction, direction or task given by the Supervisor or the Board to the Employee under or in connection with this Agreement; |
| **Intellectual Property Rights or IPR** | means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trademarks, neighbouring rights, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights and rights to sue for passing off; |
| **Labour Laws** | means any Applicable Law related to the conditions of employment of the Employee in [●]; |
| **Mandatory Disclosure** | means any announcement or disclosure of Confidential Information that a Party is required to make under Applicable Law or as otherwise required by any order of a court of competent jurisdiction; |
| **Material Breach** | means either:a breach of this Agreement that is not remedied by the breaching Party within 30 days of being notified of the breach;a persistent pattern of minor breaches which when taken as a whole constitute a material breach; orany breach of any term in this Agreement which is designated as a Material Breach term; |
| **New IPR** | means IPR developed by the Employee for the Company after the Agreement Date as a result of the Employee’s Duties and/or in connection with the performance of this Agreement; |
| **Notice Period** | means the time period of required notice to terminate this Agreement as set out in Clauses 4.1, 15.1.1, or 15.1.2 following issuance of a Termination Notice by either Party; |
| **Person** | means any natural person, corporate or unincorporated body (whether or not having separate legal personality) individual, corporation, partnership, limited liability company or similar entity; |
| **Personal Information** | means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller; |
| **Probation Period** | means the period, as set out in Clause 4, during which the Employee’s character, qualifications, and suitability for employment are evaluated by the Company; |
| **Restraint Period** | means, for the purposes of Clause 21.3: [12] months after the Termination Date;provided, however, if a court or tribunal determines such a Restraint Period is unenforceable, Restraint Period shall mean [10] months after the Termination Date;provided however, if a court or tribunal determines such a Restraint Period is unenforceable, Restraint Period shall mean 6 months after the Termination Date; |
| **Supervisor** | means the Person set out in Clause 7.2, and who is responsible for overseeing and managing the performance of the Employee and of the obligations of this Agreement; |
| **Tax** | means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them); |
| **Term** | means the period set out in Clause 3.1 and as may be extended or renewed subject to the terms of Clause 3; |
| **Termination Date** | means the final day of employment of the Employee by the Company following termination of this Agreement, and following any applicable Notice Period, if any; |
| **Termination Notice** | means a notice to terminate this Agreement issued by a Party in accordance with Clauses 4, 15, or 16 of this Agreement; |
| **Third Party** | means a Person which is not the Employee nor the Company or Affiliates; |
| **Working Day** | means the normal working days and hours of the Company, as set out in Clause 6.1. |

# SCHEDULE 2 | EMPLOYEE DUTIES

1. The duties and responsibilities of the Employee include:

### [diligently exercise such powers and perform such duties as may be from time to time assigned by the Company;

### comply with all reasonable and lawful directions given by the Company;

### promptly make such reports to [SUPERVISOR] in connection with the affairs of the Company on such matters and at such times as are reasonably required;

### use best endeavours to promote, protect, develop and extend the business of the Company;

### [SPECIFIC TASKS OF THE ROLE] to support the company’s business including but not limited to:

### [SPECIFIC TASKS OF THE ROLE];

### [SPECIFIC TASKS OF THE ROLE];

### [SPECIFIC TASKS OF THE ROLE]; and

### managing and or mentoring subordinates as assigned by the Company.]