

This Employment Agreement ("Agreement") is made on the Fourteenth day of October 2011 between:

- (1) RHODIUM SINGAPORE PTE LTD (Registration No. 201023022R) with its registered office at Level 39, Marina Bay Financial Centre Tower 2, 10 Marina Boulevard, 018983 ("Company"); and
- (2) JOSEPH SHIHARA RUKSHAN DE SARAM (FIN G5182750W) of 2 Marina Boulevard, #56-03 The Sail @ Marina Bay, 018987 ("Employee" or "Executive")

### 1. Employment

The Company appoints the Employee as and the Employee accepts the position of Chief Information Security Officer.

### 2. Duties of Executive

- 2.1 The Executive shall carry out and undertake such duties and exercise such powers and functions in relation to the Company and its business as its Board of Directors (the "Board") shall from time to time assign to or vest in him and shall carry out other duties normally expected of an Executive.
- 2.2 The Executive shall faithfully and diligently devote the whole of his time, knowledge and ability to the duties assigned to him and use his best endeavours to promote the interests of the company, its present and future subsidiaries and associated companies (collectively the "Group") he shall accept offices and appointments in the Group as the Board may from time to time reasonably require without further remuneration, unless otherwise agreed.
- 2.3 The Executive shall at all times keep the Board promptly and fully informed (in writing if so requested) of his conduct of the business or affairs of the company and the Group and provide such explanations as the Board may require.
- 2.4 Subject to any regulations from time to time issued by the company which may apply to him, the Executive shall not receive or obtain directly or indirectly any discount rebate commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by him) by or on behalf of the Group and if he (or any firm or company in which he is directly or indirectly engaged, concerned or interested) shall obtain any such discount rebate commission or inducement he shall immediately account to the Company for the amount received by him or the amount received by such firm or company.

### 3. Salary

- 3.1 The Company shall pay to the Executive a basic monthly salary of Singapore Dollars Forty-two Thousand Five Hundred (SGD 42,500) such salary to be reviewed by the Board from time to time. The said salary shall be deemed to accrue from day to day and be payable in arrears on the last day of each month.
- 3.2 Such payments shall be paid into the Executive's nominated bank account in Singapore or in such other manner as may be mutually agreed by the parties hereto.
- 3.3 The Company shall make contributions towards the Central Provident Fund contribution as prescribed by law.

### 4. Bonus

- 4.1 In addition to the basic monthly salary set forth in clause 3.1 the Executive is eligible to receive an incentive bonus from the Company based on criteria as may be determined by the Board from time to time. The criteria regarding the determination of the incentive bonus shall be subject to review by the Board from time to time.



- 4.2 If this Agreement is terminated before the end of a year, the amount of incentive bonus which shall have been declared payable to him for the said year shall be proportionate to the period of his employment in that year and subject to the Executive meeting the criteria during his employment in such year.
- 4.3 The incentive bonus shall be paid to the Executive within 30 days after the approval by the Board of Directors of the Company and its subsidiaries (if applicable) for the relevant year.
- 4.4 The Company shall make contributions towards the Central provident Fund as prescribed by law and shall also be entitled to deduct from the payments referred to in clauses 3 and 4 for such purpose.

## 5. Effect of this Agreement

The Employee shall commence work on 17 October 2011.

## 6. Annual Leave

The Employee shall be entitled to 20 days of paid annual leave in addition to gazetted Singapore public holidays.

## 7. Confidentiality

7.1 The Executive shall not either during his appointment or at any time for one year the termination after of his appointment hereunder:

(a) disclose to any person or persons (except to those authorised by the Company to know or as otherwise required by law);

(b) use for his own purposes or for any purposes other than those of the Company; or

(c) through any failure to exercise all due care and diligence cause any unauthorised disclosure of;

any confidential information of the Group (including in particular lists or details of customers of the Group) relating to the working of any process, technology, invention or methods carried on or used by the Group or in respect of which the Group is bound by an obligation of confidence to a third party or any financial or trading information or trade secrets relating to the Group. These restrictions shall not apply to information or knowledge which is (otherwise than through the default of the Executive) available to the public generally.

7.2 All notes, memoranda, records and writing made by the Executive relating to the business of the Group shall be and remain the property of the Group (notwithstanding termination of the appointment) to whose business they relate and shall be delivered by him to the corporation to which they belong forthwith upon request.

## 8. Termination

8.1 The employment shall continue until terminated by either party giving to the other not less than 24 weeks prior written notice. The Employee may not set-off any accrued annual leave against the period of notice unless the Company consents to the same.

8.2 The Company shall be entitled to deduct any sums owed by the Employee on termination (e.g. leave taken in excess of entitlement) from monies owing to the Employee. The Employee agrees that such sums will be recoverable from him as a debt.

8.3 Where notice is served to terminate the Employee's employment (whether by the Company or the Employee), the Company may in its sole discretion terminate the employment at any time and with



immediate effect by making the Employee a payment in lieu of the notice period (or the remainder of the notice period equivalent to the salary payable under Clause 3 herein at the date of termination.

#### 9. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Singapore.



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Signed and accepted by **LIM SOH SEA , COMPANY SECRETARY**

For and on behalf of RHODIUM SINGAPORE PTE LTD



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Signed and accepted by **JOSEPH SHIHARA RUKSHAN DE SARAM**