

]HackingTeam[

HT S.r.l.

Headquarters: Via della Moscova, 13 – 20121 Milano - Italy – Tel: +39.02.29.06.06.03
e-mail: info@hackingteam.it – web: <http://www.hackingteam.it> – Fax: +39.02.63118946
P.IVA: 03924730967 – Capitale Sociale: € 223.572,00 i.v.
N° Reg. Imprese / CF 03924730967 – N° R.E.A. 1712545

February 4th, 2015

PRIVATE AND CONFIDENTIAL

Ho Aik Sheng Eugene
Blk 213A Compassvale Lane #11-252 Singapore 541213
S8409648B

Dear Mr. Ho,

LETTER OF APPOINTMENT (THIS “AGREEMENT”)

1. APPOINTMENT

We are pleased to offer you the position of SECURITY SPECIALIST of HT S.R.L. (the “Company”). The terms and conditions of your employment are set out as follows:

2. DUTIES

- (a) You are required to perform duties set forth in Annex A.
- (b) You shall at all times comply and ensure that your spouse and dependent children resident with you in Singapore comply with all laws customs and regulations in force in Singapore.

3. REMUNERATION

- (a) Your basic salary package shall be S\$ 90,000 per annum inclusive of any CPF contributions. The salary package shall be paid in equal monthly installments in arrears (i.e. S\$ 7,500 per month). Your salary review is conducted annually.
- (b) If there are any salary increments, your monthly salary will be adjusted accordingly.
- (c) The payment of your salary shall be subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.
- (d) Any payment of variable bonus shall be determined by the Company taking into consideration both your individual performance as well as the performance of the Company and will be communicated at the beginning of each fiscal year.

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(e) For the avoidance of doubt, the Salary does not include any 13th month instalment.

4. PROBATION PERIOD

Your probation period shall be for three (3) months from the commencement of your employment. At the end of your probation period you will be confirmed in your employment in writing subject to your work and conduct being satisfactory by the Company. Your probation period may be extended for up to a maximum of (3) three months.

5. CENTRAL PROVIDENT FUND

You shall participate in the Central Provident Fund (CPF) Scheme, if applicable to you. Under this scheme, the employer and the employee will make contributions at the rate set by the CPF board from time to time

6. LEAVE

- (a) You will be entitled to annual leave of 21 days for each complete year of service, such leave accruing on a pro rata basis throughout such year.
- (b) In addition to the paid leave referred to in Clause 6(a), you shall be entitled to paid leave in respect of all statutory holidays to which Singaporean employees are entitled under the Singaporean laws and regulations.
- (c) Applications for annual leave should be submitted at least 3 days in advance. All annual leave shall be taken at the convenience of the Company or at such times as the Company may specify. The Company may in its absolute discretion rescind its approval for any leave applied for where the exigencies of work so require.
- (d) All of your annual leave in each calendar year may not be carried forward to the following calendar year.
- (e) Unless the Company approves or requires otherwise, annual leave may not be used to set off any part of the notice period referred to in Clause 14.

7. ALLOWANCES

You shall also be entitled to a reimbursement of up to 3.500S\$ **per annum** for insurance premiums or other fees paid by yourself for medical, dental, surgical and hospitalisation coverage yourself and your immediate family and mobile phone charges upon presentation of the requisite invoices to the Company.

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8. TAX LIABILITY

You will be fully responsible for your tax liability in Singapore, or anywhere else in the world arising by virtue of your employment by the Company.

9. ASSIGNMENT

- (a) You shall assign to the Company absolutely all vested, contingent or future copyright and other rights in the services or works you produced, discovered, developed, performed or created by you, in whole or in part, whether solely or jointly with others, during your employment, whether during or outside of regular working hours (the “Works”), to which you are entitled by virtue of or pursuant to any of the laws in force in any part of the world for the whole period of such rights, including any renewals, reversions and extensions thereof. By way of illustration, but not limitation, Works include manuscripts, performances, inventions, discoveries, techniques, know-how, processes, concepts, marketing plans, strategies, forecasts, customer lists, ideas, photographs, illustrations, works of authorship, drawings, logos, documents, articles and reports.
- (b) You agree to keep and maintain adequate and current written records of all the Works and you agree to promptly disclose and deliver your Works, without charge, to the Company.
- (c) You agree that you will not use or employ the Works or any part of it for any party other than the Company.
- (d) You shall grant to the Company absolutely all consents required or which may be required pursuant to any laws now or in future in force in any part of the world for any purpose by the Company of the Works in whatsoever way and by whatsoever means as the Company chooses for the period of such rights acquired by the Company pursuant to this Agreement. This provision shall survive the expiry or termination of this Agreement.
- (e) You agree that the Company shall have the right to use and/or apply for patents, copyrights or other statutory or common law protections for the Works and you further agree to assist the Company in every proper way to obtain and from time to time to enforce patents, copyrights and other statutory or common law protections therefore and enforcing the same as the Company may desire.
- (f) The Company reserves the right at all times to terminate your employment immediately in accordance with Clause 14(c) should you be found to be in breach of this Clause 9.



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10. GENERAL TERMS AND CONDITIONS OF SERVICE

- (a) You shall devote the whole of your time, knowledge, skills and attention to the performance of your duties in the Company. The normal business hours of the Company are from 9am to 6pm Monday to Friday inclusive. In addition to the normal business hours of the Company, you should be prepared (without any additional remuneration) to work such hours as may be necessary for the proper performance of your duties including on rest days, off days or public holidays if the exigencies of the work so require.
- (b) You may, only upon obtaining the Company's prior written consent, engage or interest yourself, whether for reward or gratuitously, in any work or business not related to your duties in the Company or undertake any external office/assignment. For the avoidance of doubt, you may not engage in or interest yourself in any business or engagement in competition with the Group (as defined in Clause 11), without the Company's prior written consent.
- (c) Your appointment is subject to the terms in this Agreement, as well as all other rules, regulations and directions which are currently in force or which may be introduced and imposed on you from time to time and which may be varied from time to time at the sole discretion of the Company.
- (d) Notwithstanding any other provision in this Agreement, the Company reserves the right and shall be entitled at all times, and from time to time to:
 - (i) vary your obligations and responsibilities including, but not limited to, requiring you to cease performing any or all of your obligations and responsibilities for such period of time as may be determined by the Company; and/or
 - (ii) require you to comply with such other direction as the Company deems fit,if in the Company's opinion, such action is necessary in the interests of the Company for any reason whatsoever.

You thereby agree and acknowledge that the Company's exercise of its rights under this clause shall not be deemed a breach of this Agreement.

- (e) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

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11. CONFIDENTIALITY

- (a) In this Agreement, the following words shall have the following meanings:-

“Group” means the Company and any other company which is its holding company or its subsidiary or which is another subsidiary of its holding company;

“Termination Date” means the date of termination of your employment with the Company for any reason **whatsoever**.

- (b) You acknowledge that you may, in the course of your employment, have access to and familiar with various trade secrets and confidential business information of the Company and/or the Group and their operations, organization, business, property, processes, finances, transactions and affairs.
- (c) You shall not, during the term of your employment or thereafter, for any cause whatsoever, disclose to any third party any such trade secrets or confidential or business information, directly or indirectly, or use them for your own purposes or for any purposes other than those of the Company or the Group or disclose them in any way other than in the normal course of and as authorized or required by your duties as an employee of the Company.
- (d) You shall not, during the term of your employment or thereafter, for whatever cause, copy, extract or translate any documents or papers containing or relating to such trade secrets or confidential or business information or allow any third party to do so, or disclose, publish or communicate them to any third party other than in the normal course of and as authorized or required by your duties as an employee of the Company.
- (e) You confirm that the restrictions contained in this Clause 11 are intended to be separate and severable. In the event that any of the said restrictions shall be held void, but would be valid if part of the wording thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- (f) You recognize and agree that a breach of any of your undertakings in this Clause 11 would result in harm to the Company which cannot adequately be compensated for by monetary awards. Accordingly, you agree that, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of restraining order, injunction, specific performance, decree or otherwise, as may be appropriate to ensure your compliance with the provisions of this clause.



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- (g) This clause shall survive the termination of this Agreement but shall cease to apply to information or knowledge which may come into the public domain.

12. NON-COMPETITION

- (a) In this Clause 12 the following words shall have the following meaning:-

“Competitor” means any person, concern, undertaking, firm or body corporate which on the Termination Date is engaged in or carries on and in any business or activity of the kind carried on by the Company.

“Restricted Territory” means the member States of the Association of South-East Asian Nations, the People’s Republic of China, the Republic of China (Taiwan), India, Australia and New Zealand and any other country of interest for the Company in the Asia, Middle East and Europe.

- (b) You shall not without the prior consent of the Company, during the period of **twelve (12)** months from the Termination Date, seek or accept employment with or engagement by or otherwise perform services for or engage in business with or be in any way interested in or connected with any Competitor in the Restricted Territory.
- (c) You confirm that the restrictions contained in this Clause 12 are intended to be separate and severable. In this event that any of the said restrictions shall be held void, but would be valid if part of the wording thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- (d) You recognize and agree that a breach of any of your undertakings in this Clause 12 would result in harm to the Company which could not adequately be compensated for by monetary awards. Accordingly, you agree that, in addition to all other remedies available to the Company, at law or in equity, the Company shall be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of restraining order, injunction, specific performance, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this clause.
- (e) This Clause shall survive the termination of this Agreement.

13. NON-SOLICITATION

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- (a) In this Clause 13 the following word shall have the following meaning:-

“Restricted Person” shall mean any person, firm or company who **twelve (12)** months prior to the Termination Date:

- (i) was provided with goods and/or services by the Company or any company in the Group;
 - (ii) was a supplier of goods and/or services to the Company or any company in the Group; or
 - (iii) dealt with the Company or any company in the Group as an agent for any person firm or company in (i) or (ii) above.
- (b) You shall not, so as to compete with the Company or any other company in the Group, during the term of your employment and for a period of **twelve (12)** months after the Termination Date directly or indirectly, canvass or solicit business from or do business with any Restricted Person.
- (c) You shall not, during the term of your employment or for a period of **twelve (12)** months after the Termination Date, directly or indirectly, induce or seek to induce any employee of the Company or any other company in the Group, who was an employee at the Termination Date, to leave that company’s employment, whether or not this would be a breach of Agreement on the part of the employee.
- (d) You confirm that the restrictions contained in this Clause 13 are intended to be separate and severable. In this event that any of the said restrictions shall be held void, but would be valid if part of the wording thereof were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- (e) You recognize and agree that a breach of any of your undertakings in this Clause would result in harm to the Company which could not adequately be compensated for by monetary awards. Accordingly, you agree that, in addition to all other remedies available to the Company, at law or in equity, the Company shall be entitled as a matter of right to apply to a court of competent jurisdiction for relief by way of restraining order, injunction, specific performance, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this clause.
- (f) This Clause shall survive the termination of this Agreement.

14. TERMINATION OF SERVICE



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- (a) Subject to Clause 14(c) below, your service may be terminated, without any reason being assigned, at any time by either party giving to the other **three (3)** month's notice in writing or paying the equivalent to **three (3)** month's salary in lieu of notice. The Company reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Company).
- (b) The granting of leave (whether annual leave or unpaid leave) during the notice period is at the absolute discretion of the Company. Generally, such leave may not be taken during the notice period.
- (c) The Company shall be entitled to terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following cases:-
- (i) If you are within the probation period set out in Clause 4;
 - (ii) if you are found to be in breach of any terms of this Agreement, or guilty of dishonesty or serious or persistent misconduct (including but not limited to illegal or immoral acts, whether performed during or outside the course of your employment) or, without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force; or
 - (iii) if you become bankrupt or have a receiving order made against you or make any general composition with your creditors.

15. ENTIRE AGREEMENT

This Agreement together with any documents referred to herein embodies all the terms and conditions agreed upon between parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, between the parties with respect to the subject matter hereof whether such written or oral. This Agreement shall not be altered, changed, supplemented, or amended except by written instruments signed by the parties hereto.

16. GOVERNING LAW AND JURISDICTION



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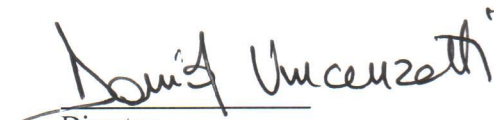
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This Agreement shall be governed by and constructed in accordance with the laws of Singapore. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

17. ACCEPTANCE

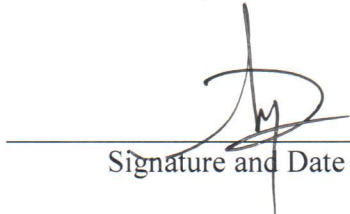
Please confirm your acceptance of the above terms and conditions by signing and returning to us within **seven (7)** days from the date hereof the duplicate of this Agreement. If we do not receive your acceptance within the stipulated period, this offer of appointment will automatically lapse.

Signed for and on behalf of **HT S.R.L.**


Director

Form of Acceptance

I, Ho Aik Sheng Eugene, Singapore ID S8409648B, accept the appointment on the above terms and conditions. I will be able to commence duty on the 23rd of February 2015.


Signature and Date

23/02/2015



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Annex A

Duties and Job Scope

Serve the Company in the capacity as Technical Point of Contact – Product Specialist of the Company's Singapore representative office with the objectives of:

- a) gathering information on the markets and opportunities for sale and/or distribution of the Group's products in the Territory;
- b) conducting research on the demand or potential demand in the Territory for the products and services offered by the Group;
- c) cultivating business contacts in the Territory for the Company;
- d) gathering information on the requirements for the establishment of business operations within the Territory;
- e) generally to assist the chief representative and manager of the Company's Singapore representative office and other members of management of the Company in assessing the feasibility of establishing a permanent presence in Singapore or elsewhere in the Territory; and
- f) such other ad hoc tasks as may be required by the Company.

In this Annex A the following word shall have the following meaning:

“**Territory**” means the member States of the Association of South-East Asian Nations, the People's Republic of China, the Republic of China (Taiwan), India, Australia and New Zealand and any other country of interest for the Company in the Asia, Middle East and Europe.