

Your ref: -

Our Ref: AA/20210/sg

19 January 2021

Dr Mohamed Mustafa Mahmoud Helmy
By Email

Dear Sir,

**ENGAGEMENT LETTER
EMPLOYMENT DISPUTE WITH NANYANG TECHNOLOGICAL UNIVERSITY (“NTU”)**

1. We note that you wish to engage us in connection with the matter above.
2. We understand that the Scope of Work will comprise the following:
 - (i) reviewing documents and preparing a written advice on potential causes of action against NTU in connection with termination of your employment with NTU, and brief merits of the same; and
 - (ii) advising and/or representing you in connection with the above-captioned matter.
3. The work to be undertaken will be identified/directed by yourself and/or such other person as may be duly authorised (in writing) to do so on your behalf.
4. Our fee for the Scope of Work identified at paragraph 2(i) will be fixed at S\$15,000.00 (excluding disbursements and GST). This fixed amount is premised on you providing us timely and complete instructions.
5. For any other work, including paragraph 2(ii) above and outside of the Scope of Work identified at paragraph 2 above, you will be charged the hourly rates as follows:

Director / Associate Director	: S\$ 900.00 / S\$ 750.00
Senior Associate / Associate	: S\$ 500.00 / S\$ 300.00
6. We will require a deposit of S\$15,000.00 towards the costs and disbursements which may be incurred by us. Please note that as necessary, we may deduct from the Retainer such fees and disbursements which may be incurred, and ask that you thereafter make payment, so as to maintain the Retainer.
7. We take this opportunity to direct your attention to our Standard Terms and Conditions, which are enclose herewith.

Yours faithfully,



Andrew Ang
Director
DID: (65) 6827 5566
Fax: (65) 6827 5550
Email: andrew.ang@pkw.com.sg

Enc: Standard Terms and Conditions

I agree to the terms of engagement



Date: 21 Jan 2021

Standard Terms and Conditions

These terms of engagement ("**Terms**") set forth the terms and conditions pursuant to which we shall provide legal services to you.

The legal services to be provided to you ("**Services**") shall be as set forth in the written communication sent to you which accompanies these Terms ("**Communication**").

Fees.

Unless otherwise agreed in the Communication, our fees for the Services performed by our lawyers and other professionals ("**Fees**") shall be based on the amount of time devoted by these individuals to performing the Services multiplied by their respective hourly billing rates. The current hourly rates for our lawyers and other professionals are set forth in the attached Fee Schedule.

This applies for all work carried out on normal business days in Singapore between 9am to 7pm Singapore time ("**Normal Rate Hours**"). For work required on an urgent basis and/or to be carried out beyond Normal Rate Hours, including weekends and public holidays in Singapore, the applicable rate is 1.5 times the rates set out in the Fee Schedule.

The rates set forth in the Fee Schedule exclude all disbursements, out-of-pocket expenses, stamp and registration fees and goods and services tax.

In the event that any work is undertaken based on an agreed fee or an estimate, please note that the proposed fee or estimated is premised on provision of timely and complete instructions.

We invoice for work in progress at the end of each calendar month for fees and disbursements incurred for such month. Fees are payable in full without set off or deduction immediately upon invoicing. If full payment is not received within 30 days, interest at the rate of 5.33% per annum will be payable on all unpaid sums. Please note that goods and service tax at the applicable rate will apply to our fees and certain disbursement expenses.

Confidentiality.

All communication between yourself and us is privileged and will be kept strictly confidential, pursuant to applicable law. No information subject to legal privilege will be divulged to any third party without your prior permission.

Conflicting Engagements.

Without your prior approval, we will not undertake any engagement known by us to be in conflict with your interests in this matter.

Termination.

The relationship set forth in this letter is subject to termination as follows:

- You may terminate this arrangement at any time for any reason (including our failure to comply with the applicable provisions set forth in this letter) by giving us written notice of termination.
- We may withdraw from representing you if you do not comply with the applicable provisions set forth in this letter. We will give you written notice of any such withdrawal.

- If termination occurs, you will promptly pay us for all fees and charges incurred through the date of termination without any set off or deduction, and we shall return any unused retainer funds to you. We shall cooperate with successor counsel to effect a smooth transition of the representation.

Please be advised that if you do not pay fees and charges incurred through the date of termination, our firm may exercise its right to have a lien against the files and retain them, in certain instances, until the bill is paid.

Uncertainties.

Although we may provide our best professional judgment from time to time concerning the outcome, timing or benefits to be obtained from the results of a specific matter, there are inherent uncertainties in the legal process that prevent us from guaranteeing that results will always meet your expectations.

Client Responsibilities.

We will need your full cooperation and prompt responses to requests for information in your possession regarding matters we undertake for you. You understand that we cannot effectively counsel or represent you unless we can obtain full disclosure of relevant information as well as full cooperation with our efforts on your behalf. Finally, you agree to pay us for the professional legal services we render to you and will reimburse us for expenses which we reasonably incur in performing such legal services, as more specifically provided above.

Work Product and Files.

Unless otherwise stated or agreed at the time, all documents we send to you or receive from you are your property. You will be responsible for keeping the originals of all documents which you execute. We will provide you with reasonable access to any files we maintain with respect to matters we undertake for you, unless prevented from doing so by a judicial or administrative protective order. Documents received from you, plus documents received from others, will be returned to the owners at the conclusion of the relationship at no charge to them. For the avoidance of doubt, it is noted that we have the right to retain and/or make copies of documents for our files.

Limitation of Liability.

Our aggregate liability for the Total Damage shall be limited to the value of the fees we have received for all assignments undertaken by us that are covered by this Engagement Letter to which these standard terms and conditions of engagement are appended.

For the purposes of this Engagement Letter, "Total Damage" shall mean the aggregate of all losses or damages (including interest thereon if any) and costs suffered or incurred, directly or indirectly, by the addressees of this letter (together with such other parties whom we and such original addressees have agreed may have the benefit of and/or rely upon our work on the terms thereof (together "**Addressees**") under or in connection with this engagement, whether as a result of breach of contract, breach of statutory duty, tort (including negligence) or other act or omission by us but excluding any losses, damages or costs which cannot lawfully be limited or excluded.

Data Protection.

Unless prohibited by applicable law, you consent to us disclosing any information that we receive concerning you and/or your agents ("**Client Information**") to other third parties providing services on our behalf who may collect, use, transfer, store or otherwise process it (collectively "**Process**") in the various jurisdictions in which they operate either for purposes related to the provision of the services, and/or to comply with regulatory requirements, financial accounting purposes and/or the provision of other administrative support services (collectively "**Purposes**").

For the Purposes referred to in the preceding, we and other third parties providing services on our behalf may Process Client Information that can be linked to specific individuals ("**Personal Data**"). We will take all reasonable steps to Process the Personal Data in accordance with applicable laws and professional regulations including (without limitation) the Personal Data Protection Act.

You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

Miscellaneous.

The entire agreement between us is set forth in these Terms and the covering letter to these Terms (where applicable). Any other representation or statement, whether written or oral, is not binding. This arrangement may not be modified except in writing, signed by you and us. These Terms are deemed to have been accepted should you continue to instruct us without any notification that you object to these terms (stating the grounds thereof) within 2 working days after your receipt of the same.

Fee Schedule
(Effective 1 July 2018)

	Type of Professional	Hourly Rate (SGD) exc. GST
1.	Director	900
2.	Associate Director	600 - 750
3.	Senior Associate	400 - 500
4.	Associate	300
5.	Paralegal	100 – 250