



**LUCASFILM**  
**ANIMATION**  
S I N G A P O R E

**STRICTLY CONFIDENTIAL**

14 February 2008

Brent Zorich  
2025 grand brook circle #933a  
Orlando, FL 32810

Dear Brent,

**OFFER OF EMPLOYMENT AS SENIOR TECHNICAL ARTIST**

We are pleased to extend to you an offer of employment with Lucasfilm Animation Company Singapore B.V. (Singapore Branch) ("LAS BV") as a Senior Technical Artist on the following terms and conditions:

**1. COMMENCEMENT OF EMPLOYMENT**

1.1 Your commencement of employment with LAS BV is conditional upon satisfaction of the following conditions:

1.1.1 the issue by the relevant authorities of a valid employment pass or work permit in respect of your employment with LAS BV if you are not Singapore Citizen or a Permanent Resident

1.1.2 your agreeing to and signing the Lucasfilm Ltd. ("Lucasfilm") standard confidentiality agreement included together with this letter.

1.1.3 the issue by a registered medical practitioner approved by LAS BV of a medical report dated no earlier than three months before your commencement date in respect of an examination on your health, the results of which are satisfactory to LAS BV; and

1.2 Subject to satisfaction of the conditions in Clause 1.1, your employment under this offer of employment shall commence tentatively on March 24<sup>th</sup>, 2008 (the "Effective Date") and shall continue until terminated in accordance with the terms of this Agreement. In the event that the conditions set out in Clause 1.1 are not satisfied on or before March 24<sup>th</sup>, 2008, this offer of employment shall be deemed withdrawn and you shall have no claims against LAS BV hereunder.

## **2. DUTIES**

- 2.1 Upon commencement of your employment with LAS BV, you shall report to the Lead Artist or other LAS BV designated representative.
- 2.2 You will be a team member of LAS BV and will have responsibility and accountability for solving technical production issues, defining workflows, streamlining processes, and developing tools/frameworks for CG characters.
- 2.3 In the discharge of your duties, you shall observe and comply with all rules, regulations, policies, procedures and directions from time to time made by LAS BV and use your best skills and endeavours and maintain at all times high standards of professionalism, integrity and efficiency to further the businesses and interests of LAS BV and Lucasfilm and its subsidiaries and associated companies (collectively, the "Lucas Group").
- 2.4 Subject to Clause 5, you shall devote the whole of your time and attention during normal business hours to the duties of your office and conform to such hours of work as may from time to time reasonably be required of you without being entitled to receive any remuneration for work performed outside normal business hours.
- 2.5 In pursuance of your duties hereunder, you will be required from time to time to perform such services for the Lucas Group without remuneration (unless otherwise agreed between you and LAS BV) and accept such offices in the Lucas Group as LAS BV may from time to time require.
- 2.6 Your designation and duties may be changed from time to time in accordance with LAS BV's business requirements. If this results in any changes to the terms of employment set out in this letter, you will be notified accordingly.

## **3. SALARY & REMUNERATION REVIEWS**

- 3.1 Your gross salary will be S\$90,000 per annum and you will be paid monthly in arrears of S\$7,500 by the 28th day of each month, and pro rata for any part of a month, into an account of your choice.
- 3.2 You shall be responsible for filing and paying your income tax returns. On the cessation of your employment with LAS BV, LAS BV reserves the right to withhold such portions of any payments due to you as may be required under any applicable law.
- 3.3 You are eligible to participate in the annual review process beginning with 2009 plan year (defined as January through December 2008). Hence, your review will be done in year 2009 for the year 2008. Your salary increase may be pro-rated based on the amount of time worked during the plan year.

#### **4. OTHER BENEFITS**

- 4.1 All reasonable pre-approved business-related expenses legitimately incurred by you in the discharge of your duties will be reimbursed on a monthly basis, on presentation of a fully completed expense claim substantiated by receipts or appropriate documentation and approved accordingly.
- 4.2 You will be eligible to participate in the LAS BV Benefits plan to the same extent, and on the same basis, as other LAS BV employees at your level. Your dependents are eligible to participate in the PreferredCare Plus health care plan. Employees have the option to enrol their dependents into the additional GMM health care plan at their own cost.
- 4.3 If you are not a Singapore resident, LAS BV will purchase a one-way economy class air ticket for you in accordance with Lucasfilm Ltd. Travel Policy. A one-time relocation allowance equivalent to S\$10,000 will be given to you to defray any incidental expenses as a result of your relocation. This amount is taxable and may be reflected in your income tax statement.
- 4.4 Further, if you are not a Singapore resident, LAS BV will provide 1 month's temporary accommodation as LAS BV, in its sole discretion, shall deem suitable and appropriate for you. These benefits are taxable and may be reflected in your income tax statement.

#### **5. HOURS OF WORK**

- 5.1 The normal hours of operation of LAS BV's facilities are likely to be twenty-four hours a day, seven days a week, including holidays, subject to change by the management of LAS BV.
- 5.2 The normal hours of operation of LAS BV's business office are from 8.00 a.m. to 5.00 p.m., Monday to Friday (inclusive of a one hour lunch break), subject to change by the management of LAS BV.
- 5.3 Given the nature of the entertainment industry and the fact that LAS BV will routinely be working closely with the other Lucas Group companies (most of which are based in California), it may, from time to time, be necessary for you to work outside of normal business office working hours and it shall be a requirement of accepting the position that you be willing to do so. Therefore, you shall be required to maintain flexibility and be prepared to devote such additional hours at the office and/or home in handling tasks assigned to you if the need arises.

#### **6. PROBATION**

- 6.1 You will be required to serve a period of probation ("**Probation Period**"). The Probation Period shall commence on the Effective Date and shall end three calendar months thereafter.

**6.2** Prior to the expiration of the Probation Period, LAS BV will evaluate your performance against the milestones set by LAS BV and based on the evaluation, LAS BV may, in its sole discretion, determine any of the following:

- (i) continue with your employment hereunder,
- (ii) extend the Probation Period by an additional [one] month, in which case all the provisions of this Agreement relating to probation shall apply to such additional [one] month period; or
- (iii) terminate your employment hereunder with the giving of 2 weeks' written notice or payment in lieu thereof.

In each case, notice in writing of any determination made by LAS BV pursuant to this Clause 6.2 will be given to you in writing prior to the expiration of the Probation Period.

## **7. TERMINATION**

**7.1** Either party (LAS BV or yourself) may terminate your employment by giving to the other party:

**7.1.1** two weeks' notice in writing during the Probation Period; or

**7.1.2** one calendar month's notice in writing after the Probation Period,

provided always that LAS BV may at any time terminate your employment by giving the requisite payment in lieu of notice.

**7.2** Notwithstanding the provisions of Clause 7.1, LAS BV may forthwith without prior notice and without compensation terminate your employment if at any time:

**7.2.1** LAS BV is of the opinion that you have committed any serious or persistent breach of any of the terms of this letter; or

**7.2.2** LAS BV is of the opinion that you are guilty of any grave misconduct or have wilfully failed or wilfully neglected to perform or carry out your duties in a satisfactory manner; or

**7.2.3** you become of unsound mind; or

**7.2.4** you are convicted of any criminal offence; or

**7.2.5** your continued employment by LAS BV is prohibited by applicable law or regulation, including, but not limited to, the revocation of your employment pass or work permit by the relevant authorities; or

**7.2.6** it is discovered that any information provided by you to LAS BV, prior to the execution of this letter which LAS BV considered to be a material reason for your employment, was false or untrue.

- 7.3** Upon termination of your employment pursuant to this Clause 7, you shall:
- 7.3.1** immediately deliver up to LAS BV all documents (including correspondence, lists of clients, notes, memoranda, plans and other documents of whatsoever nature), accounts, records, programs, credit cards, keys and other items of whatsoever nature or description which may be in your possession or under your control which relates in any way to the business, finances or affairs of LAS BV and/or the Lucas Group and no copies of any such documents as aforesaid or any part thereof shall be retained by you. For the avoidance of doubt, it is hereby declared that the property and all such documents as aforesaid shall at all times be vested in LAS BV and/or the relevant member of the Lucas Group; and
  - 7.3.2** at any time thereafter forthwith upon the request of LAS BV resign without claims for compensation from all other offices (if any) held by you in LAS BV or any member of the Lucas Group at the time of such request (to the extent any of such offices is held by you) and should you fail to do so LAS BV is hereby irrevocably authorised to appoint some person in your name and on your behalf to sign and do any documents or things which are required to give effect thereto.
- 7.4** In the event that (i) you resign from your employment hereunder; or (ii) LAS BV terminates your employment for any of the reasons set out in Clause 7.2 above, within twelve months of the Effective Date, you shall forthwith reimburse the LAS BV the relocation allowance and the cost of the one-way economy air ticket referred to in Clause 4.3 above. You will also be responsible for your own repatriation costs.
- 7.5** In the event that you are not a Singapore resident, upon termination of your employment contract hereunder for any reason whatsoever:
- 7.5.1** you are required to vacate any accommodation being provided to you by LAS BV no later than two days after the effective date of termination of your employment, as the case may be;
  - 7.5.2** you are required to leave Singapore and return to the country of your origin no later than two days after the effective date of termination, and you will be responsible for your own repatriation costs in the event of termination for reasons pursuant to clause 7.2.
  - 7.5.3** in the event that you are not a Singapore citizen or permanent resident, LAS BV shall arrange for the cancellation of the relevant work permit with effect from the last day of your employment and in this respect, you undertake to co-operate fully with LAS BV to enable LAS BV to effect such cancellation, including but not limited to:
    - (i) handing in your passport and disembarkation / embarkation cards to LAS BV; and
    - (ii) executing such forms or documents that may be necessary or desirable for the cancellation of such work permit.

## **8 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- 8.1** Apart from the terms and conditions of employment contained herein, you agree to abide by the terms and conditions of employment and policies of Lucasfilm and/or the Lucas Group (the "**Terms and Conditions of Employment**"), which may be drawn up from time to time. In the event of a conflict between the terms and conditions herein and those contained in the Terms and Conditions of Employment of Lucasfilm and/or the Lucas Group, the terms and conditions herein shall prevail.
- 8.2** LAS BV, Lucasfilm, and the Lucas Group reserve the right to vary the Terms and Conditions of Employment, which variations shall be binding on you.
- 8.3** The results and proceeds and any work product or other material developed by you under, pursuant to or for the purposes of this offer of employment of your services to LAS BV during your employment or thereafter shall be deemed works made pursuant to terms of employment or a work-for-hire specially ordered or commissioned by LAS BV. LAS BV shall exclusively and perpetually own all now known or hereafter existing or created rights of every kind throughout the universe in and to such results, proceeds, work product or other materials. In addition, LAS BV shall have the exclusive right, throughout the world and in perpetuity, to use and reproduce and license others to use and reproduce, your name, professional name likeness and biographical data in connection with your services and the results, proceeds, work product and other materials developed by you in connection with the services hereunder. LAS BV shall have the right, but not the obligation, to use, adapt, change or revise any of your work or product or any part thereof and to combine the same with other material or works and you hereby expressly waive any moral rights throughout the world in or to the aforementioned results, proceeds, work product or materials. You undertake to do any and all acts and execute any and all documents in such manner and at such location as may be required by LAS BV in its sole discretion to protect, perfect or enforce any of the rights granted or promised to LAS BV by this offer of employment. You further acknowledge and ratify, and by reference hereby incorporate herein, the terms and conditions of the "Agreement Regarding Employment, Creative Works, Inventions and Confidentiality" which you have executed as a condition of your employment at LAS BV and acknowledge that said agreement and this offer of employment are understood to pertain to any and all intellectual property utilized and/or created during the period of your employment by LAS BV in connection with services rendered to LAS BV, whether prior to, during, or subsequent to the employment.

## **9. LAS BV POLICIES**

- 9.1** You shall at all times in the performance and discharge of your duties conduct yourself professionally and in such a manner as would reflect positively on LAS BV.
- 9.2** You hereby acknowledge that in the course of your employment, you will gain a knowledge of and a close working relationship with the customers, clients and service providers of LAS BV and the other members of the Lucas Group, which would injure LAS BV if made available to

a competitor or if used for competitive purposes and you agree, that you shall not at any time during the period of your employment, and for a period of one year after the cessation or termination of your employment hereunder for any reason whatsoever:

- (i) be engaged or involved in any capacity in any business or activity throughout Singapore which is the same as or similar to the business of LAS BV, or any material part of it. For the purposes of this clause "engaged or involved in" includes direct or indirect involvement whether alone or jointly and whether as a principal, agent, partner, employee, shareholder, unitholder, director, trustee, beneficiary, manager, consultant, advisor or financier in any business concern;
- (ii) solicit the custom or business or otherwise deal with any person who was a customer or client of, or otherwise had dealings with, LAS BV, at any time during the term of your employment;
- (iii) entice away or endeavour to entice away from LAS BV, any person who was at any time during the term of your employment, a director, employee, consultant, agent, representative, associate or adviser of LAS BV; and/or
- (iv) induce or assist any other person to do any of the foregoing.

**9.3** Each of the foregoing restrictions set out in Clause 9.2 represents an entirely separate and independent restriction.

**9.4** You and LAS BV hereby acknowledge and agree that the restrictions contained in this Clause 9 are reasonable and while the restrictions are considered by the both of us to be reasonable in all the circumstances, it is agreed that if for any reason, any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of LAS BV's legitimate interest, the prohibitions shall be effected to the fullest extent permissible under applicable law. If any provision or part of a provision in this Clause 9 is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this Clause but the remainder of this Clause shall remain in full force and effect.

## **10 CONFIDENTIALITY**

**10.1** You shall keep confidential and not, directly or indirectly, use, divulge, disclose or deliver to any person except as authorised or required by your duties, or by law, any term in this letter agreement or any information acquired by you in the course of your employment and which:-

**10.1.1** is a trade secret or know-how of LAS BV or is otherwise the confidential property of LAS BV or any of its related corporations; or

**10.1.2** was acquired by you under a duty of confidentiality.

**10.2** You shall use your best endeavours to prevent the publication or disclosure of any trade secret or know-how of LAS BV, or confidential information concerning the business or the finance of LAS BV or any of its related companies or of any person or company with whom LAS BV deals.

**10.3** The restrictions in this Clause shall continue to apply after the termination of your employment hereunder without limit in time but shall cease to apply to information or knowledge which may come into the public domain other than by breach of these provisions.

**11 ENTIRE AGREEMENT**

Upon your acceptance of the offer hereunder, this letter constitutes the entire agreement between yourself and LAS BV regarding the terms of your employment and supersedes all previous agreements, understandings and negotiations regarding your employment. The terms and conditions of your employment with LAS BV will be as set out in this letter and the ancillary documents referred to herein.

**12 THIRD PARTY RIGHTS**

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this letter.

**13 GOVERNING LAW**

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

**14 ACCEPTANCE OF EMPLOYMENT**

Upon your acceptance of this offer of employment, please acknowledge your agreement with the terms and conditions set forth in this letter by signing in the designated space below and returning a copy of it to us within seven days from the date of this letter, failing which the offer will automatically lapse.

Brent, we warmly welcome you to Lucasfilm Animation Company Singapore and take this opportunity to wish you a successful career with us. Together with my colleagues, I very much look forward to welcoming you and having you as part of our team.

Sincerely yours,  
for and on behalf of  
Lucasfilm Animation Company Singapore B.V. (Singapore Branch)



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June Han  
Human Resources Manager  
Lucasfilm Animation Company Singapore B.V.

To: Lucasfilm Animation Company Singapore B.V. (Singapore branch)

I hereby confirm my acceptance of the terms and conditions stated in the above Offer of Employment and shall be able to start work officially before or on \_\_\_\_\_.

\_\_\_\_\_  
**Name**  
**[NRIC/Passport No.]**

DATE: \_\_\_\_\_