



INVITROCUE®
Transforming bioanalytics

6 July 2018

Jayvis Lee Chin Wei
Blk 74A Redhill Road
#27-40 Singapore 151074

Dear Jayvis,

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter called “EA”) is made on 6 July 2018

Between

- a) Invitrocue Pte Ltd, whose registered office is situated at 11 Biopolis Way, #12-07/08 Helios, Singapore 138667 (hereinafter called the “Company”); and
- b) Jayvis Lee Chin Wei, NRIC No. S9017694C and residing at Blk 74A, Redhill Road, #27-40 Singapore 151074 (hereinafter called “the Employee”).

WHEREAS:

- (i) The Employee has entered into an EA dated 6 July 2018 with the Company.
- (ii) As a condition thereto, the Employee is required to enter into this Agreement on terms and conditions appearing hereinafter.
- (iii) This Agreement is in relation to the preservation of the Company’s Confidential Information and Inventions (as defined below).

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NOW IT IS HEREBY AGREED as follows: -

1. SCOPE OF AGREEMENT ON CONFIDENTIALITY

(A) In consideration of the Company agreeing to continue employing the Employee, the Employee hereby unconditionally and irrevocably agrees and undertakes to preserve and maintain in utmost confidence the Company's Confidential Information as defined in Clause 2 hereunder and use the Confidential Information only in the performance of his duties in accordance with the EA.

(B) When the Employee is on the premises of the Company, he shall abide by all the Company's rules and regulations and in particular as such rules and regulations that relate to confidentiality.

(C) Where any of the Confidential Information is required from time to time to be taken out of the premises of the Company pursuant to the Employee's provision of his duties according to the EA, the Employee undertakes to ensure that the Confidential Information will be kept under lock and key when not in actual use by the Employee in connection with the performance of his duties under the EA.

(D) The Employee hereby undertakes that he / she will not at any time whether during the course of or after the term of the EA divulge any Confidential Information to any person save as contemplated by this Agreement.

(E) All documents and records furnished by the Company to the Employee and all software and any other records of Confidential Information in whatever form shall, on termination of the EA for whatever reason be returned to the Company or, if it so instructs, be destroyed. No copy thereof shall be made or retained by the Employee.



2. CONFIDENTIAL INFORMATION

(A) Except to the extent set out in sub-Clause (B) of this Clause, “Confidential Information” shall mean for the purposes of this Agreement: -

- (i) information in relation to the Company, or any of its affairs or business or systems or methods of carrying on business including without limitation information relating to customers, products, services, methods, systems, business plans, costs, sales, marketing methods, strategies or technical operations of the Company;
- (ii) information from time to time in the possession or custody of the Company belonging to its customers or other users of services from time to time provided by the Company, including without limitation the names of its customers and contact details;
- (iii) information from time to time in the possession or custody of the Company belonging to its vendors or other suppliers of services from time to time provided to the Company;
- (iv) information confidential or secret or proprietary to the Company;
- (v) information otherwise designated as confidential or secret by the Company;
- (vi) information acquired by the Employee solely by virtue of carrying out his duties pursuant to the Agreement;
- (vii) trade secrets;
- (viii) information imparted in confidence to the Employee by the Company; and
- (x) any other information classifiable in equity as confidential information.

and without limiting the foregoing, shall include statistics, data, source codes, object codes, user manuals, programming manuals, modification manuals, flow charts, drawings, software listings, models, drafts and diagrams and shall extend to all forms of storage or representation of the information referred to above including documents, loose notes, diaries, memoranda, drawings, photographs, electronic storage and computer printouts.



- (B) The term “Confidential Information” does not include information which: -
- (i) is publicly known at the time of disclosure to the receiving party;
 - (ii) after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving party, its officers, employees or agents;
 - (iii) can be proved by the receiving party to have reached its hands otherwise than by being communicated by the other party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry; and
 - (iv) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure.

3. INTELLECTUAL PROPERTY RIGHTS AND INVENTIONS

- (A) All intellectual and industrial property rights derived from the Confidential Information or arising out of or otherwise in connection with carrying out of his duties by the Employee, during the Employee’s employment under the EA, shall immediately be assigned to and vest in the Company or such other person as may be nominated by the Company as such rights are created. To remove doubt, but without limiting the generality of the preceding sentence, the Employee shall not retain any copyright or other intellectual property rights in the Confidential Information.
- (B) All information, reports, studies, object or source codes, flow charts, diagrams and other tangible or intangible material, (collectively the “Inventions”) of any nature whatsoever produced by or as a result of the Employee performing his duties to the Company during the Employee’s employment under the EA and all copies of the foregoing shall be the sole and exclusive property of the Company. The Employee hereby irrevocably grants, assigns and transfers to the Company all right, title and interest of any kind, nature or description in and to the Inventions, including copyrights, trade secrets and other intellectual property rights. The Employee shall make use of the Inventions only as expressly permitted under this Agreement.



- (C) The Employee hereby agrees and undertakes that he will promptly disclose to the Company and assign any and all interest in any invention, improvement or discovery made or conceived by the Employee, either alone or in conjunction with others, which arises in the course of his duties to the Company. At the Company's request and expense, the Employee undertakes to assist the Company, whether during the course of or subsequent to the termination of the EA, in connection with any controversy or legal proceeding relating to such invention, improvement or discovery and in obtaining domestic or foreign patent or other protection covering the same.
- (D) The Employee shall execute all documents and do all acts and things required by the Company for the purpose of giving effect to this Clause 3.

4. RETURN OF CONFIDENTIAL INFORMATION AND INVENTIONS

- (A) The Employee shall return all Confidential Information and Inventions immediately upon:
 - (i) termination of the EA; and/or
 - (ii) demand by the Company.
- (B) Without limiting the foregoing, the Employee undertakes that upon termination of the EA, he shall immediately hand over to the Company, and shall not retain or remove from the Company's offices, any record, representation or reproduction (written, electronic, photographic or otherwise) of the Confidential Information.
- (C) The Employee consents to such personal inspections as may be required by the Company to ensure compliance with this Clause.

5. NON-COMPETITION AND NON-SOLICITATION

- (A) Non- Competition

During the term of this Agreement and for a period of two (2) years from the date he ceases to be an employee of the Company, the Employee shall not, unless released from such prohibition by the Company, directly or indirectly, be employed by, own, manage, operate, join, control or participate in the ownership, management, operation or control of or be connected with in any manner any business whose commercial efforts are in direct and specific competition with the specific products and services offered by the



Company during the Employee's employment with the Company or actually under research or development by the Company during the Employee's employment with the Company. The Employee shall be deemed to be connected with a business if such business is carried on by partnership in which he is a general or limited partner, consultant or employee or a corporation or association of which he is a shareholder, officer, director, employee, member, consultant or agent; provided that nothing herein shall prevent the purchase or ownership by the Employee of shares less than 1% of the outstanding shares in a publicly or privately held corporation.

That this non-competition clause does not apply if held invalid as an unreasonable restraint of trade or for any other reason.

(B) Non-Solicitation

During the term of this Agreement and for a period of two (2) years from the date he she ceases to be an employee of the Company, the Employee shall not, unless released from such prohibition by the Company solicit for employment any employees of the Company.

6. SURVIVAL OF AGREEMENT

- (A) The Employee acknowledges and agrees that the undertakings given in this Agreement shall survive the termination of the EA and shall continue in full force and effect.
- (B) The Employee acknowledges that the Confidential Information will not be deemed to be public knowledge solely by virtue of the fact that it is embraced by more general information that may have become public knowledge.

7. INDEMNITY

The Employee agrees to indemnify and hold harmless the Company against all costs, liability, losses and claims incurred or suffered by the Company as a result of a breach of this Agreement by the Employee.



8. EQUITABLE RELIEF

The Employee acknowledges that, without in any way compromising the Company's right to seek damages or any other form of relief in the event of a breach of this Agreement, the Company may seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Employee from any breach or threatened breach of this Agreement.

9. SEVERABILITY AND ENFORCEABILITY

If any portion of this Agreement is held invalid, unenforceable or illegal for any reason, such portion shall be adjusted, rather than voided, to achieve the intent of the parties to the extent possible and remain valid and enforceable to the maximum extent possible.

10. MISCELLEANOUS

- (A) Words denoting the singular number only includes the plural number and vice versa.
- (B) Words noting the masculine gender only includes the feminine gender and the neuter gender and vice versa.
- (C) References to persons are deemed to include bodies corporate or unincorporated bodies.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed according to the laws of the Republic of Singapore and in relation to any dispute arising thereto, the parties hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.



EMPLOYMENT TERMS

Title : Senior IT Engineer

Job Level : Grade 5

Responsibilities : As outlined in Job Description

Reporting : Group Finance Manager

Commencement Date

23 July 2018, or any other date to be mutually determined.

Salary & Compensation

- (1) Your starting monthly basic salary is S\$4,200 per month with a 3 months' probation period.
- (2) Upon a successful and satisfactory written performance review at the end of your probation period, your employment status will be deemed confirmed whereupon your salary will be increased to S\$4,400 per month.
- (3) The Company will reimburse all out-of-pocket expenses and all associated business related costs.
- (4) Your salary and payments will be credited to your bank account in Singapore as directed by you (Please fill up Appendix A).
- (5) You are to be responsible for all of your personal income tax filing and payments.

Leave and Other Entitlements

- (1) All National and public holidays as gazette.
- (2) 15 days of annual paid leave, where 50% of annual paid leave entitled are allowed to be carried forward for one year only.

Hours of Business

Normal office hours are 0830 to 1800 on Mondays to Fridays.

Overtime

Not Applicable.



Medical Coverage

As outlined in the employee handbook.

Probation Period / Period of Notice

During the 3 month's probation period, the probation notice period for termination by either employer or employee will be Two (2) weeks. During the period of employment, the written termination notice from either employer or employee will be Two (2) months from either party.

Company Share Option Program

You will be entitled to the company share option program, subject to the terms and conditions governing such program and approval of the Board.

Indemnity

During the term of your appointment with the Company, that we jointly and severally with the Company, shall defend, indemnify, and hold the Employee harmless against any liabilities, damages, or costs (including legal costs) arising out of claims or actions by any third parties or government authorities, to the extent that such claims or actions is predicated on : (i) a failure by the Company to perform any legal duty or fulfill licensing or other requirements of law to such third parties or government authorities; (ii) the operation of the business of the company.

Confidentiality

The appointee shall not, during the continuance of this agreement (except as is necessary in the proper course of the duties of the appointee) or at any time after the hereof, use, attempt to use, divulge or disclose to any person, firm or company, any trade secrets or confidential information of the company, including, but not limited to, drawings, specifications or other data relating to any other products, machinery, equipment, processes, inventions or developments of the company or improvements thereto and information relating to the financial position, contracts, negotiations or services of the company.

All originals or copies of drawings, specifications, data or other documents containing trade secrets or confidential information which are made by or come into the possession of the appointee during the continuance of this agreement belong to the company absolutely, must be surrendered to the company on demand and, in any event, on the termination of this agreement.



Restrictions

The appointee shall not during the continuance of this agreement beneficially, do or permit any of the following without prior written consent of the company:

- a) be concerned with, engaged or interest in any business which is in direct competition with the Company as defined by its M&A at the point of this document completion.
- b) Solicit the customer of any person who is or has been during employment a customer of any member of the company for the purpose of offering to that person goods or services similar to or competing with those of the business conducted by any member of the company during employment.
- c) Cause or permit any person directly or indirectly under its control to do any of the acts or things specified above.

Each undertaking in Restriction Clause: a, b and c shall be treated as independent of the other undertakings so that, if one more is held to be invalid as an unreasonable restraint of trade or for any other person, the remaining undertakings shall be valid to the extent that they are not affected.

Whilst the undertakings in Restriction Clause: a, b and c are considered by the parties to be reasonable in all circumstances, if one or more is held invalid as an unreasonable restraint of trade for any other reason but would have been held valid if part of the wording had been deleted, the period reduced or the range of activities or area dealt with reduced in scope, the undertakings shall apply with such modifications as may be necessary to make them valid.

Inventions

If, at any time during the continuance of this agreement, the appointee shall discover, make or conceive, either alone or jointly with any other person or persons, any invention, discovery, formula, design, process, adaptation or improvement which relates to or is connected with or capable of being worked or employed in connection with any trade or business for the time being carried on by the company ("invention(s)"), the appointee shall promptly supply full particulars thereof in writing to the company.

The appointee acknowledges that inventions may reasonably be expected to result from the carrying out of his normal duties and of any duties specifically assigned to the appointee and that, accordingly, the appointee has a special obligation to further the interest of the company in this respect.



Any invention which is either made in the course of the normal duties of the appointee or in the course of duties falling outside his normal duties but specifically assigned to the appointee shall, upon discovery, making or connection thereof, belong to and vest in the company absolutely and beneficially together with all rights to apply for patent or other similar protection and the appointee shall, if so required, at the expense of the company, take all such steps as may be necessary fully and effectually to vest the company or as it may direct the full benefit of and rights in such inventions.

IN WITNESS WHEREOF the parties have executed this Confidential Information and Inventions Agreement as of the date first written above.

SIGNED by Dr Steven Fang Boon Sing)
for and on behalf of the Company)
in the presence of: -)



SIGNED by Jayvis Lee Chin Wei)
in the presence of: -)

Appendix A

Employee Bank Account Information for Salary and Expense Payments

Name of Payee as appearing in Bank Account	
NRIC (Singaporeans and Singapore PR) / Passport No. & FIN No. (Foreigners)	
Name of Bank	
Home Address (Singapore)	
Bank Code	
Branch Code	
Bank Account Number	

By submitting your information to us, you will have deemed to have consented to Invitrocue Pte Ltd and/or its other affiliated companies and its authorised officials to collect, use, retain and disclose your personal information for the purpose of company/official business.

Authorised and Signed:
