

EMPLOYMENT CONTRACT

THIS AGREEMENT is dated 28th July 2021 (the "**Agreement**").

Parties

- (1) **Heron Technology Pte Ltd**, a company incorporated under the laws of Singapore with its registered office at 39 Woodlands Close, #08-84, Singapore 737856 and Unique Entity Number 201403192H (the "**Employer**" or "**we**"),
- (2) **Tey Siok Hong Charlotte**, residing at Blk 851, Woodlands St 83, #09-28, Singapore 730851 whose NRIC/FIN No. is S1755501D (referred to as the "**Employee**" or "**you**"),

Collectively the "**Parties**" and each a "**Party**".

Agreed terms

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Agreement.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Employment: the employment of the Employee by the Employer on and subject to the terms and conditions of this Agreement.

Employment Act: Employment Act (Cap 91, Rev Ed 2009) of Singapore.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Leave Year: twelve (12) complete months from the Commencement Date and subsequent twelve (12)-month periods thereafter in relation to the calculation of leave entitlements.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to writing or written includes fax and email.

- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2 COMMENCEMENT OF EMPLOYMENT

- 2.1 The Employment will begin on 2nd August 2021 (the "**Commencement Date**") until either Party terminates the Agreement in accordance with Clause 19.

3 PROBATION PERIOD

- 3.1 The first two (2) month(s) of the Employment shall be a probation period (the "**Probation Period**").
- 3.2 During the Probation Period, either Party may terminate the Agreement at any time by seven (7) day(s) notice in writing.
- 3.3 The Employer may extend the Probation Period at its discretion by notice in writing to the Employee.
- 3.4 If the Employee's performance is deemed to be satisfactory, the Employment will be confirmed at the end of the Probation Period or earlier, at the sole discretion of the Employer.

4 PERFORMANCE OF DUTIES

- 4.1 The Employee shall serve the Employer part-time as Finance & Admin Officer or such other role as the Employer may require from time to time having regard to the needs of the business and the Employee's skills, qualifications and experience.
- 4.2 The Employee shall perform the following duties, including but not limited to: Providing finance, payroll and admin support.

5 REMUNERATION

- 5.1 The Employee shall be paid a monthly salary of two thousand Singapore dollars (SGD 2,000) in twelve (12) monthly instalments.
- 5.2 During the probation period, the monthly salary will be one thousand eight hundred Singapore dollars (SGD 1,800) a month. Upon confirmation of employment, the pay difference will be repaid in the next payrun.
- 5.3 The Employer may in its absolute discretion pay the Employee a bonus of such amount, at such intervals and subject to such conditions as the Employer may in its absolute discretion determine from time to time.
- 5.4 Any bonus payment to the Employee shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this Agreement. If the Employer makes a bonus payment to the Employee in respect of a particular financial year of the Employer, it shall not be obliged to make subsequent bonus payments in respect of subsequent financial years of the Employer.

- (a) Notwithstanding this Clause 5.4, the Employee shall in any event have no right to a bonus or a time apportioned bonus if:
 - (i) the Employee has not been employed throughout the whole of the relevant financial year of the Employer; or
 - (ii) the Employee's employment terminates for any reason or the Employee is under notice of termination (whether given by the Employee or the Employer) at or prior to the date when a bonus might have otherwise been payable.

5.5 The Employee's salary shall accrue from day to day and be payable monthly (the "**Salary Period**") in arrears directly into their bank account no later than seven (7) days after the end of Salary Period.

5.6 The Employee will not be paid for overtime work.

5.7 The Employee's salary shall be reviewed annually by the Employer. The Employer is under no obligation to award an increase following a salary review.

5.8 Unless the written consent of the Employee is obtained, the Employer may not deduct from the remuneration of the Employee (including the Employee's salary, allowances and special remuneration if any) any sum other than those allowed under the Employment Act or ordered by the court.

6 PLACE OF WORK

The Employee's normal place of work will be 67 Ayer Rajah Crescent, #02-10/17, Singapore 139950 or such other place as the Employer may require to meet its business needs and for the proper performance of the Employee's duties.

7 WORKING HOURS AND WORKING DAYS

7.1 The Employee's normal working hours shall be 10:00 am to 2:00 pm on Monday, Tuesday, Wednesday, Thursday, Friday (i.e. a total of five (5) working days per week).

7.2 The Employee will have a non-fixed meal break of zero (0) hour(s) on the days specified in Clause 7.1 which will not count toward working hours. Excluding the meal break, the Employee will be expected to work a total of twenty (20) hours per week.

8 REST DAYS

8.1 Saturday, Sunday is a rest day. Any day(s) in the week that is(are) not specified in Clause 7.1 is a day off but not a rest day.

9 PUBLIC HOLIDAYS

9.1 The Employee will be entitled to all official public holidays on full pay.

9.2 If the Employee works on a public holiday, the Employee shall be paid an additional one (1) day's basic pay and travel allowance if any for that day.

10 ANNUAL LEAVE

- 10.1 The Employee, who has served for at least three (3) months, is entitled to seven (7) days of paid leave for every Leave Year.
- 10.2 Where the Employment lasts more than three (3) months but less than twelve (12) continuous months of service, the annual leave entitlement will be in proportion to the number of completed months of service in that year.

11 SICK LEAVE AND MEDICAL BENEFITS

- 11.1 The Employee will be entitled to paid sick leave and hospitalisation leave in accordance with the provisions of the Employment Act.
- 11.2 The Employee is to notify the Employer as soon as possible in case of their absence from work through illness after certification of their sick leave by a registered doctor or dentist.
- 11.3 The Employee will be given the option to purchase the company's Group Hospitalisation, Medical and Dental Flexiblwith the Flexible Benefit Allowance (FBA).

12 FLEXIBLE BENEFIT SCHEME

You will be entitled to a Flexible Benefit Allowance of two thousand five hundred Singapore dollars (SGD 2,500). The allowance must be spent on either Professional and Personal Development (PPD) or Group Hospitalisation, Medical and Dental Insurance Plan (GIP). Your Flexible Benefit Allowance will be allocated yearly and must be expended during that year. As a new employee, you will in your first year, be entitled to the full amount of your allowance if you commence employment between July and December and 50% of your allowance if you commence employment after December. Your allowance is not cumulative.

13 DEDUCTIONS

Notwithstanding the above Clause 5.8, there shall be deducted from your salary and your bonus (if applicable) all such sums which the Employer is entitled and authorised under the laws of Singapore to deduct, such as the Employee's share of Central Provident Fund Contributions, as well as such other sums as may be agreed with you from time to time.

14 WORKMEN'S INSURANCE

- 14.1 Where personal injury is sustained by the Employee in the course of Employment, the Employer will be liable to pay compensation where applicable under the Work Injury Compensation Act (Cap 354).
- 14.2 The Employer will insure and maintain insurance under one or more approved policies with an insurer against any liability that the Employer would incur to any workmen employed by the Employer where applicable under the Work Injury Compensation Act (Cap 354).

15 EMPLOYEE HANDBOOK

The Employee shall comply with any rules, policies and procedures set out in the Employee handbook as amended from time to time (the "**Employee Handbook**"), a copy of which has been given to the Employee. The Employee Handbook does not form part of this Agreement and the Employer may amend it at any time. To the

extent that there is any conflict between the terms of this Agreement and the Employee Handbook, this Agreement shall prevail.

16 CONFIDENTIAL INFORMATION

- 16.1 During the course of Employment, the Employee will have access to information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Employer for the time being confidential to the Employer and trade secrets including, without limitation, technical data and know-how relating to the business of the Employer or any of its business contacts (the "**Confidential Information**").
- 16.2 The Employee shall use their best endeavours to prevent the publication or disclosure of Confidential Information.
- 16.3 The Employee shall not, except in the proper course of their duties, either during the Employment or at any time after its termination however arising:
- (a) use or disclose to any person, company or other organisation whatsoever any Confidential Information; or
 - (b) use the Confidential Information for any purpose, other than for the purpose of the Employer.
- 16.4 This Clause 16 shall not apply to:
- (a) any use or disclosure authorised by the Board or required by law; or
 - (b) any information which is already in, or comes into, the public domain other than through the Employer's unauthorised disclosure.

17 EMPLOYER PROPERTY

All documents, manuals, hardware and software provided for the Employee's use by the Employer, and any data or documents (including copies) produced, maintained or stored on the Employer's computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.

18 INTELLECTUAL PROPERTY

- 18.1 The Employee shall give the Employer full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by the Employee at any time during the course of the Employment. The Employee acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Employer absolutely. To the extent that they do not vest automatically, the Employee holds them on trust for the Employer. The Employee agrees promptly to execute all documents and do all acts as may, in the opinion of the Employer, be necessary to give effect to this Clause 18.1.
- 18.2 The Employee hereby irrevocably waives all moral rights (and all similar rights in any jurisdiction) which the Employee has or will have in any existing or future works referred to in Clause 18.1.

- 18.3 The Employee irrevocably appoints the Employer to be their attorney in their name and on their behalf to execute documents, use the Employee's name and do all things which are necessary or desirable for the Employer to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Employer, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.
- 18.4 The Employee agrees to take all steps necessary to protect the Intellectual Property and prevent any portion of it from entering the public domain or falling into the hands of others not obligated to maintain the secrecy of the Intellectual Property.

19 TERMINATION BY NOTICE OR PAYMENT

- 19.1 Either Party may terminate the Employment with four (4) week(s) of notice in writing.
- 19.2 The Employer reserves the right, whether the Employee resigns or is dismissed, to terminate the Employment forthwith and make a payment in lieu of notice.
- 19.3 On Termination Date, the Employee must return all Employer property which is in their possession. The Employee will be liable to reimburse the Employer for any loss of or damage to such property, except for fair wear and tear. The amount of such loss or damage shall be deducted from their final salary in the limits provided by the applicable legislation.

20 TERMINATION WITHOUT NOTICE

- 20.1 The Employer may also terminate the Employment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:
- (a) is guilty of any gross misconduct affecting the business of the Employer;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Board;
 - (c) is, in the reasonable opinion of the Board, negligent and incompetent in the performance of their duties; or
 - (d) commits any fraud or dishonesty or acts in any manner which in the opinion of the Employer brings or is likely to bring the Employer into disrepute or is materially adverse to the interests of the Employer.

The rights of the Employer under Clause 21 are without prejudice to any other rights that it might have at law to terminate the Employment or to accept any breach of this Agreement by the Employee as having brought the Agreement to an end. Any delay by the Employer in exercising its rights to terminate shall not constitute a waiver thereof.

21 ENTIRE AGREEMENT

- 21.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 21.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22 CHANGES TO TERMS OF EMPLOYMENT

- 22.1 We reserve the right to make reasonable changes to your duties according to the needs of our operation. This may include change of your work duties, working hours and/or relocating you to a different workplace.
- 22.2 Any change to your employment terms will only be valid if they are in writing and have been agreed and signed by both Parties.

23 SEVERANCE

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

24 NOTICES

- 24.1 All notices required or permitted by this Agreement shall be in writing and in the English language and shall be sent to the recipient at its address set out above, or as otherwise directed by the recipient by notice given in accordance with this clause.
- 24.2 Notices shall be delivered by hand or sent by registered post, courier or by fax. If delivered by hand or sent by courier, notice will be deemed given on the date of receipt, if sent by fax, on the date of transmission, and if sent by registered post, five (5) days after being posted.

25 GOVERNING LAW

- 25.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 25.2 The Parties shall use their best endeavours to settle any dispute arising from this Agreement by negotiating an amicable agreement, failing which, in respect of any dispute or difference of any kind arising in respect of this Agreement, the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts in Singapore.

-The remainder of this page is intentionally left blank-

For and on behalf of Heron Technology Pte Ltd



Signature : _____
Name : Ryan Lee
Role : CEO
Date : July 28th 2021

I have received a copy of the Agreement from the Employer concerning my employment. I have read, considered and understood and hereby accept its terms and conditions. I acknowledge having been given an opportunity to obtain any legal consultation and advice with respect to the terms and conditions herein, and execute this Agreement freely and voluntarily with full understanding of its contents. This Agreement and my employment hereunder have not been induced by any representations of the Employer not contained herein.



Signature : _____
Name : Charlotte Tey
Date : July 28th 2021