



Esco Micro Pte Ltd | 21 Changi South Street 1 Singapore 486 777 | Tel: +65 6542 0833 | Fax: +65 6542 6920 | Website: [www.escoglobal.com](http://www.escoglobal.com)

Date:

7 September

2021

Dear Yuan Tingqi:

## OFFER OF APPOINTMENT

We are pleased to offer you the full-time position of **PLC Engineer** with Esco Micro Pte Ltd (hereinafter referred to as the “Company”) contingent upon a background check clearance, reference check, and satisfactory proof of your right to work in Singapore. You agree to assist as needed and to complete any documentation at the Company’s request to meet these conditions.

You shall report to any persons as directed by the hiring person in charge. You will work at 21 Changi South Street 1, Singapore (486777), or at such other location or locations as the Company may from time to time direct.

Your employment shall commence on **7 September 2021** (the “Commencement Date”). The first 90 calendar days from the Commencement Date shall constitute a probationary period (“Probation Period”).

Outlined hereunder are the terms and conditions of your employment, hereinafter referred to as the “Agreement”.

“Group Company” shall refer to any person, firm, corporation, company or organization which is an affiliate of the Company or which, directly or indirectly, controls, is controlled by or is under common control with, the Company. The Company, and all Group Companies shall be collectively referred to as the “Group”.

Your salary for your employment by the Company, including all efforts undertaken for the Company or the Parent Company will be a monthly payment of **\$6000.00 SGD** for each of the 12 calendar months of each year with 1 additional monthly salary (AWS) at the end of each calendar year (pro-rated for the first year). You shall also be entitled to bonuses based on the bonus plan approved by the board.

This will be reviewed annually according to the Company’s annual review exercise. All amounts payable to you will be subject to all deductions and/or contributions which the Company may be entitled or required to deduct by virtue of any law for the time being in force in Singapore. You will continue to be responsible for all other taxes or other payments required by virtue of any law for the time being in force in Singapore.

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If you are a citizen or permanent resident of Singapore, the Company will make the prescribed contributions to the Central Provident Fund in your respect in accordance with applicable law. You will also be required to make mandatory contribution to your Central Provident Fund, subject to the CPF Act.

Please refer to **Appendix A** for the rest of the details of this employment agreement

This letter agreement shall be governed by, and construed in accordance with, the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

We would appreciate your signing and returning the duplicate copy of this letter to signify your formal acceptance of the appointment and the terms and conditions of your employment.

We warmly welcome you to Esco Micro Pte Ltd and wish for a long and mutually rewarding relationship.

Yours sincerely,

  
L.Y. Lim  
Director  
Esco Micro Pte Ltd



In witness whereof, the parties hereto have executed this Employment Agreement as of the date first set forth above:

COMPANY:  
Esco Micro Pte Ltd



By: \_\_\_\_\_  
Name: Fardiana Abdul Rashid  
Designation: HR Executive

EMPLOYEE:



Name: YUAN TINGQI  
NRIC: S27068655

## Appendix A

### 1. DUTIES

You will assume such position(s) in the Company as the Company may request and/or require, and report to such person as the Company may inform you from time to time. During your employment with the Company, you may be assigned to do the following duties and responsibilities:

- (i) Duties typical of your position and as assigned by your supervisor; and
- (ii) Such duties as the Company may from time to time consider appropriate.

During your employment with the Company, you must:

- (i) use your best endeavours to promote and protect the interests of the Group  
This includes not allowing yourself to be placed in a position where your personal interests conflict with those of the Group;
- (ii) faithfully and diligently perform all duties assigned to you by the Company to the best of your abilities, and devote yourself exclusively to the business of the Company and shall personally attend thereto at all times during the usual business hours;
- (iii) comply with such policies and guidelines of the Company as established and amended from time to time to be observed by the Company's employees;
- (iv) not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.
- (v) not accept from any person employed by the Group, or having any business dealings with the Group, any gift, monetary or otherwise, which may place you under any real or apparent obligation to such person;
- (vi) not at any time make improper use of information you have acquired by virtue of your position within the Company or Parent Company to gain any advantage for yourself or for any other person to the detriment of the Company or Parent Company, whether directly or indirectly; and
- (vii) not be directly or indirectly engaged, interested in or undertake in whatever capacity and whether for reward or gratuitously, any employment, trade, business, office or work whatsoever otherwise than in respect of your duties to the Company, or retain any fee, except with the written consent of the Company.

## 2. WORKING HOURS

Our working hours are 8.5 hours per day (excluding a 1-hour lunch break), Monday through Friday, which begins at 8:30am and ends at 6:00pm. However, due to the particular needs of the business, you are expected to work such hours as are necessary for the satisfactory completion of your duties.

## 3. ANNUAL LEAVE

You will be entitled to take 14 days of annual leave in each full calendar year. All 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. The accrual of annual leave shall be in accordance with the Company's policy in effect and may be changed from time to time at the Company's discretion.

## 4. SICK LEAVE

You will be entitled to fourteen (14) paid sick leave as needed where no hospitalization is required or 60 days' paid sick leave where hospitalization is required.

If sick leave is required for 3 or more working days for a single instance or if hospitalization is required, such claim for sick leave must be accompanied by a medical certificate issued by a registered medical practitioner.

## 5. OTHER LEAVE ENTITLEMENT

### Parenthood leave

*Your parenthood leave entitlements are in line with government's Pro-Family Leave Schemes and they may be updated from time to time to remain in compliance with government policies.*

### *Maternity leave*

Female employees are entitled to 16 weeks of paid maternity leave if you meet the following requirements:

- a) your child is a Singapore citizen; and
- b) you have worked for the Company for at least 3 continuous months before the birth of your child.

Alternatively, you are entitled to 12 weeks of maternity leave (8 weeks of paid maternity leave and 4 weeks of unpaid maternity leave) if:

- a) your child is NOT a Singapore citizen; and
- b) you have fewer than 2 living children at the time of delivery (otherwise you are entitled to 12 weeks of unpaid maternity leave); and
- c) you have worked for the Company for at least 3 continuous months before the birth of your child.

You are required to give the Company at least one week's notice before going on maternity leave, otherwise you are entitled to half the salary payment during your maternity leave, unless the Company agrees to pay in full. Any unused maternity leave will be forfeited.

*Paternity leave*

Male employees are entitled to 2 weeks of paid paternity leave if you meet the following requirements:

- a) your child is a Singapore citizen; and
- b) you are or had been lawfully married to the child's mother between conception and birth; and
- c) you have worked for the Company for at least 3 continuous months before the birth of your child.

In addition, you are entitled to up to 4 weeks of shared parental leave if you meet the following requirements:

- a) your child is a Singapore citizen; and
- b) the child's mother qualifies for Government-Paid Maternity Leave (GPML); and
- c) you are lawfully married to the child's mother.

*Childcare leave, extended childcare leave and unpaid infant care leave*

If you have worked for the Company for at least 3 continuous months and:

- (i) have at least one child below 7 years of age who is a Singapore citizen, you are entitled to six (6) days of paid childcare leave per calendar year; or
- (ii) if your children below 7 years of age are not Singapore citizens, you are entitled to 2 days of paid childcare leave per calendar year; or
- (iii) you are entitled for 2 days of extended childcare leave if your youngest child is between 7 and 12 years old (inclusive) and is a Singapore citizen; and
- (iv) if you have children who are Singapore citizens in both age groups (i.e. below 7 years of age and between 7 to 12 years of age), the total paid childcare leave for each parent is capped at 6 days per year; and
- (v) if you have children below 2 years of age who are Singapore citizens, you are also entitled to 6 days of unpaid infant care leave

Unused childcare leave and extended childcare leave at the end of the yearly entitlement period will lapse and cannot be carried over to the next year or be encashed.

*Adoption leave*

Female employees are eligible for 12 weeks of paid adoption leave, capped at \$10,000 per every 4-week leave taken, including CPF contributions, if any, if:

- a) your adopted child is below 1 year of age at the point of your formal intent to adopt; and
- b) you have worked for the Company for at least 3 continuous months before your formal intent to adopt; and

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- c) (i) the adopted child is a Singapore citizen or (ii) becomes a Singapore citizen within 6 months of adoption and at least one of the adoptive parents is a Singapore citizen;
- d) The adoption order is passed within 1 year from the formal intent to adopt

Compassionate leave

Four (4) days of compassionate leave will be granted for the following family members: parents, spouse and children. Two (2) days of compassionate leave will be granted for the following family members: grandparents, siblings and parents-in law.

Marriage leave

Three (3) days of leave will be granted for the first official marriage.

Study leave

Three (3) days of study leave will be granted if course is relevant to your position and duties and approved by management.

**6. MEDICAL BENEFITS**

The Company will reimburse \$20 per receipt claim from each doctor's visit, up to a limit of \$280 per annum.

**7. CONFIDENTIALITY**

Company Information

Prior to entering into this Agreement, during the term of this Agreement and in the course of your performance for the Company whether under this Agreement or otherwise, you may have received and may receive or otherwise be exposed to confidential and proprietary information relating to the Group's technology know-how, data, inventions, developments, plans business practice, and strategies. Such confidential and proprietary information of the Group (collectively referred to as "Information") may include but not be limited to: (i) confidential and proprietary information supplied to you with the legend "Esco Confidential" or equivalent; (ii) the Group's marketing and customer support strategies, financial information (including sales, costs, profits and pricing methods), internal organization, employee information, and customer lists; (iii) the Group's technology, including, but not limited to, discoveries, inventions, research and development efforts, data, software, trade secrets, processes, samples, media and/or cell lines (and procedures and formulations for producing any such samples, media and/or cell lines), vectors, viruses, assays, plasmids, formulas, methods, product and know-how and show-how; (iv) all derivatives, improvements, additions, modifications, and enhancements to any of the above, including any such information or material created or developed by you under this Agreement; or (v) information of third parties as to which the Group has an obligation of confidentiality.

You acknowledge the confidential and secret character of the Information and agree that the Information is the sole, exclusive and extremely valuable property of the Company. Accordingly, you agree not to reproduce any of the Information without the applicable prior written consent of the Company, not to use the Information except in the performance of this Agreement, and not to disclose all or any part of the Information in any form to any third party, either during or after the term of this Agreement.

Upon termination of this Agreement for any reason, including expiration of term, you agree

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to cease using and to return to the Company all whole and partial copies and derivatives of the Information, whether in your possession or under your direct or indirect control, and covenant that you will not use or disclose any Information of the Group.

**You agree that failure to keep the Information confidential may cause substantial and irreparable harm to the Group, which cannot be adequately compensated for by money damages. The Company, in addition to other remedies which may be available, shall have the right to institute a suit to seek the appropriate legal remedy.**

### Third Party Information

You recognize that the Company, the Parent Company, or any Group Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Group's part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. You agree that you owe the Group and such third parties, both during the term of your engagement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except in a manner that is consistent with the Group's agreement with the third party) or use it for the benefit of anyone other than the Group or such third party (consistent with the Group's agreement with the third party).

### Applicability to Past Activities

The Company and you acknowledge that you may have performed work, activities, services or made efforts on behalf of or for the benefit of the Company, the Parent Company, or any Group Company, or related to the current or prospective business of the Group in anticipation of your involvement with the Company, that would have been "Services" if performed during the term of this Agreement, for a period of time prior to the date of this Agreement (the "**Prior Period**"). Accordingly, you agree that if and to the extent that, during the Prior Period: (i) you received access to any information from or on behalf of the Group that would have been "Information" if you received access to such information during the term of this Agreement or (ii) you conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of the Company, Parent Company, or any Group Company, or related to the current or prospective business of the Group in anticipation of your involvement with the Company, that would have been "Service Product" if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; then any such information shall be deemed "Information" hereunder and any such item shall be deemed "Service Product" hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement.

## **8. INVENTIONS AND INTELLECTUAL PROPERTY**

### Disclosure of Inventions

You shall promptly and fully disclose to us and keep confidential all ideas, improvements, inventions, know-how, information, techniques and works of authorship learned, conceived or developed by you pursuant to your performance of services for the Company or of tasks assigned to you by the Company hereunder including during the Prior Period (the "**Service Product**"). You agree to keep and maintain adequate and current records (in the form of

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notes, sketches, drawings or in any other form that may be required by the Company) of all work performed for the Company, including all proprietary information developed relating thereto, and such records shall be available to and remain the sole property of the Company at all times.

Inventions Assigned to the Company

You agree that any and all Service Product shall be the sole and exclusive property of the Company. You hereby assign to the Company all your right, title and interest in and to any and all Service Product. You further agree that the Company is and shall be vested with all rights, title and interests, including patent, copyright, trade secret and trademark rights, in all of your Service Product under this Agreement.

Obtaining Intellectual Property Protection

You agree to assist the Company in every proper way to obtain and enforce Singapore and foreign proprietary rights relating to the Service Product in any and all countries. To that end, you agree to execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may reasonable request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, you agree to execute, verify and deliver assignments of such proprietary rights to the Company or its designee. Your obligation to assist the Company with respect to proprietary rights in any and all countries shall continue beyond the termination of his engagement, but the Company shall compensate you at a reasonable rate after such termination for the time actually spent by you at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified in the preceding paragraph, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney in fact, to act for and in your behalf to execute, verify and file, with the same legal force and effect as if executed by you, any such documents

and to do all other lawfully permitted acts to further the purposes of the preceding paragraph. You hereby waive and quitclaims to the Company any and all claims of any nature whatsoever which you now or may hereafter have for infringement of any proprietary rights assigned to the Company.

Obligation to Keep the Company Informed

During the term of this Agreement, and for three (3) years after its termination for any reason, you will promptly disclose to the Company fully and in writing all patent applications filed by you or on your behalf.

**9. CONSENT TO USE PERSONAL DATA**

You consent to the collection, use, transfer and disclosure of personal data relating to you that is necessary for your employment and for the purposes to which you have been notified by the Company.

In the course of your employment with the Company, you shall comply with all of the

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Company's policies, practices, procedures and guidelines on personal data protection. You are aware that any withdrawal of consent may lead to consequences that you will be informed of but will likely be borne by you.

**10. NON-COMPETITION**

Throughout the duration of this Agreement and for six (6) months from the date you cease employment with the Company (regardless of reason), you shall not:

- a) directly or indirectly engage in the development, marketing, manufacture, sale, distribution, offering, or promoting of sale products that directly compete with the Company's products; or
- b) render advice or services to or otherwise assist any person engaged, directly or indirectly, in any business that directly competes with the Company, without the express prior written consent of the Company.

You acknowledge that the Company has invested considerable money, time and effort in developing its business, reputation and client/customer base and accordingly it is reasonable that the restrictions contained in this clause apply. You further acknowledge that the Company may seek an injunction, damages or other appropriate relief or remedy if you breach any of these restrictions.

If the restrictions contained in this clause are to be void and unenforceable by any Court of competent jurisdiction but would be valid if part of the wording of this clause was deleted and/or the period of the restraint was reduced, those restrictions apply with such modifications as may be necessary to make this clause valid and effective.

**11. NON-SOLICITATION**

Throughout the duration of this Agreement and for six (6) months thereafter, you shall not, directly or indirectly:

- a) solicit the employment of any officer or employee of Company, Parent Company or any Group Company without the prior written consent of the Company;
- b) interfere with the relationship between any persons or entities which have business dealings with the Group, including by assisting another to interfere in such relationship.

**12. TERMINATION**

Notwithstanding anything contained herein, your service with the Company may be terminated by either party with a one (1) days' notice during the probation period, and a one (1) months' notice in writing after confirmation of employment. Notwithstanding anything contained herein, the Company shall always be entitled to terminate your employment immediately by giving you written notice, in which case the Company will pay you an amount equivalent to your salary for the notice period required.

Notwithstanding anything contained herein, the Company shall be entitled to terminate your employment immediately by giving you written notice of termination and without compensation whatsoever if:

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- (i) you commit any breach of any of the terms of your employment or any regulations or rules generally applying to the Company's employees as may be introduced by the Company from time to time;
- (ii) you are guilty of any grave misconduct or willful neglect in the discharge of your duties;
- (iii) you become bankrupt or make any arrangements or composition with your creditors;
- (iv) you are convicted of any criminal offence other than an offence which in the Company's opinion does not affect your position within the Company;
- (v) you become incapacitated by unsound mind, injury; ill-health or other cause from performing your duties for three (3) consecutive months in any period of twelve (12) months and for the purposes of this sub-paragraph (v), a certificate from a registered medical practitioner that you will be unable to perform your duties for such period will be deemed to be incapacity;
- (vi) you are guilty of conduct which, in the Company's sole opinion, tends to bring yourself or the Company into disrepute and justifies termination;
- (vii) you commit any breach of any code of conduct, rules or regulation under applicable laws as set forth by all relevant regulatory agencies, exchanges and self-regulatory bodies relevant to you and/or the Company's business; or
- (viii) any information provided by you to the Company prior to the Company making you this offer in connection with your employment by the Company is found to be false, misleading or incorrect.

Upon the termination of your employment (howsoever arising) you shall return to the HR Manager or such other senior officer of the Company as the Company may direct all documents, records, items and materials in your possession or custody belonging to the Company. All staff benefits shall immediately cease after the last day of service. The Company reserves the right to offset money owed to the Company from your salary, or deduct any payment pursuant to any applicable law.

**13. GENERAL**

You are expected to comply with all employment laws and regulations specific to your location and place of work, as well as being bound by all the provisions set out in all documentation which contains Company policies, guidelines, code of conduct and ethics, disciplinary rules and regulations, work rules, benefits and other employment-related matters. The Company however reserves the right to amend, add, delete or revise the aforesaid documentation from time to time at its discretion and you agree to be bound thereby. You are also bound by and required to comply with all implied terms under your contract of employment with the Company.

**14. NOTICES**

Notices shall be given in writing addressed in the case of the Company to its principal place of business for the time being and, in your case, to your last known address, and shall be delivered personally or sent by pre-paid post. Any such notice given by post shall be deemed to be served 48 hours after posting.

**15. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between you and the Company regarding the terms and conditions of your employment with the Company and supersedes all other agreements, whether verbal or otherwise, between you and the Company. You hereby acknowledge that you are not entering into this agreement in reliance on any representation other than those set out in this agreement.