

EMPLOYMENT AGREEMENT

Private & Confidential

18 November 2022

Lee Lin Chai
89 Yishun Ave 1
The Estuary #14-10
Singapore 769134

Dear Lee Chai,

LETTER OF EMPLOYMENT

We, MODEC Offshore Production Systems (Singapore) Pte Ltd ("Company"), are pleased to offer you employment on the following terms and conditions:

1. Appointment

- 1.1 You shall be employed as **Section Lead, Offshore Structure at Job band 7** in the **Engineering Department** with effect from **16 January 2023**. The Company's Singapore location will be your home-based office.
- 1.2 The Company's offer of employment to you is subject to the following conditions:
 - a) Clearance of your medical examination and/or drug test by the Company's designated medical doctor
 - b) The issuance and subsistence of the relevant employment/work pass by the Singapore Ministry of Manpower if you are not a citizen or permanent resident of Singapore.
- 1.3 You shall perform duties as assigned to you and comply with all reasonable directions of the Company. The Company shall have the absolute discretion over the transfer and posting of you to another position, function, division or location where the Company or any of its related company operates. During the employment period, you shall devote your time, energy and skill to your duties hereunder. You shall not engage in any other employment or activity unless prior written approval has been given by the Company.

2. Salary

- 2.1 Your base salary is **S\$22,000.00** per month, payable at the end of each calendar month. The salary will be reviewed annually in July. At the sole discretion of the Company, incremental adjustments may be made depending on your performance and Company's policy.
- 2.2 The payment of your salary shall be subject to such statutory deductions in accordance with applicable Singapore legislation including Central Provident Fund contributions.

3. Annual Wage Supplement

You will be eligible for the Annual Wage Supplement (or commonly known as "AWS" or 13th Month Bonus) which is equivalent to ONE month base salary is payable to employee who has served the full calendar year of service. As for those with partial length of service for the calendar year, the payout guideline is stated in the Employee Handbook.

4. Discretionary Bonus

You will be eligible for annual discretionary bonus at the Company's discretion and in accordance with the prevailing Company's policy, taking into account factors such as the Company's and your performance.

5. Hours and Place of Work

Your working hours, at the Company's Singapore office, shall be such hours as the Company may from time to time deem appropriate. Presently, the working hours from Monday to Thursday are from 8:00am to 6:00pm and on Friday, from 8:00am to 5:00pm. Lunch break is 1 hour from 11.30 am to 12.30 noon.

The Company may require you to work at other sites/locations from time to time and on such occasions the working hours applicable at the said sites/locations will apply to you.

6. Probationary Period (Exempted for Employee Conversion from Fixed Term Contract, Agency Staff and/or Independent Consultant)

You shall serve a probationary period of three months effective from the date you commence employment. The Company shall have absolute discretion in extending or reducing the probationary period, which shall conclude only upon the Company's expressed confirmation.

7. Termination

7.1 This employment agreement may be terminated by either party by:

- (a) giving one month's written notice of termination or paying one month's salary in lieu of notice to the other party, after the confirmation of your employment; or
- (b) giving two weeks' written notice of termination or paying two weeks' salary in lieu of notice to the other party, during the probationary period

7.2 In the event of gross misconduct or breach of employment contract on the part of an employee, the Company may terminate the employment contract without notice or salary in lieu of notice.

7.3 Upon ceasing to be employed by the Company, you shall deliver to the Company or with the written consent of the Company destroy (or the reasonably non-recoverable data erasure of computerised data) any drawings, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to or relating in any way to the Company or any reproduction thereof which may have been provided to or acquired by you during the course of your employment with the Company, and you shall not undertake or cause any action or deed which might in any way affect the Company's reputation or good standing, or those of its products or services.

8. Other Terms and Conditions

The other key terms and conditions of employment applicable to you are shown at **Annex 1**.

9. Non-Solicitation

- 9.1 You shall not during and at any time for the period of six months after the date of termination of your employment ("**Termination Date**") either on your own account or as representative or agent for or in conjunction with or on behalf of any other person or company solicit or entice away or attempt to solicit or entice away from the Company the custom of any person, firm, company or organisation who shall at any time within one year prior to the Termination Date have been an existing customer or client or in the habit of dealing with the Company and with whom you have had significant personal contact in the course of your employment.
- 9.2 You shall not during and at any time for the period of six months after the Termination Date either for your own account or as representative or agent for or in conjunction with or on behalf of any third party, persuade, induce, encourage or procure any senior or key employee employed by the Company to become employed by or interested directly or indirectly in any manner in any business which is in competition with the business carried on by the Company or terminate his employment with the Company.
- 9.3 You acknowledge that:
- (a) Each of the foregoing sub-clauses constitutes an entirely separate and independent restriction on you; and
 - (a) The duration, extent and application of each of the restrictions are no greater than are necessary for the reasonable protection of the legitimate interests of the Company.
- 9.4 Notwithstanding the above, you shall be entitled to enter into employment with any related or affiliated companies of the Company.
- 9.5 Each undertaking and agreement contained in this Clause 9 shall be read and construed independently of the other undertakings and agreements herein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever, then the remaining undertakings and agreements shall remain to be valid.
- 9.6 While the undertakings and agreements in this Clause 9 are considered by the Company and you to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

10. Confidentiality

You shall not during your employment or any time after its termination disclose, divulge, impart or reveal to any person or company any of the trade secrets or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the Company or any of its related or affiliated companies which may come to your knowledge during your employment, and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business.

11. Patents and Copyright

- 11.1 Any discovery, invention or secret process of improvement in procedure made or discovered by you while in the employment of the Company in connection with or in any way affecting or relating to the business of the Company or of any of its related or affiliated companies

(collectively “**the MODEC Group**”) shall belong to and be the absolute property of the Company or of relevant member of the MODEC Group, as the case may be.

- 11.2 You shall promptly disclose to the Company all copyright works originated, conceived, written or made by you alone or with others during your employment and shall until such rights are fully and absolutely vested in the Company hold them in trust for the Company.
- 11.3 Attached to this Agreement, **Annex 2**, is a complete list of all inventions, discoveries, developments, improvements and trade secrets which have been made or conceived or first reduced to practice by you alone or jointly with others prior to your employment with the Company which you desire to remove from the operation of this Agreement, and you represent that such list is complete.

12. Company Regulations

During your employment with the Company, you shall observe and comply with all of the rules, regulations and directives of the Company, including but not limited to those as shown in the Employee Handbook. The Company shall have the right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment upon notification to you.

13. Entire Agreement

This Agreement, together with the **Proprietary Information and Intellectual Property Agreement for Employees**, as shown on **Annex 3**, supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This Agreement, together with the **Proprietary Information and Intellectual Property Agreement for Employees**, constitutes the full, complete and exclusive agreement between you and the Company, its officers, employees and its affiliates with respect to the subject matters herein.

14. No Breach

By signing below, you confirm that you are not bound by any prior contract, undertaking, commitment or other obligation which prevents you from being employed by the Company and being able to fully and completely perform the services contemplated by this Agreement, nor in fulfilling your duties hereunder will you be breaching any duty of confidentiality to any persons, including without limitation, your previous employers or principals.

15. Governing Law

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

16. Personal Particulars

You are required to inform the Company of any changes in your name, address, marital status and contact details. Any deliberate misrepresentation will reflect against your integrity and constitute a breach of the employment contract.

17. Personal Data Protection

With the exemption for recruitment and employee evaluation process including performance related and/or promotion, all other matters relating to employee Personal Data, will be referred to MODEC Personal Data Protection Policy and Guidelines.

Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this letter. We look forward to your acceptance of this employment contract and are confident that you will attain a satisfying and rewarding career with MODEC.

Yours sincerely
for **MODEC Offshore Production Systems (Singapore) Pte Ltd**



Mr Eugene Loh
Director, People

ACCEPTANCE

I, Lee Lin Chai, NRIC/ Passport No S8003392C, hereby confirm acceptance of all of the above terms and conditions.

20/11/2022

Signature / Date