

PRIVATE & CONFIDENTIAL

17 January 2023

Chong Han Voon
75 Anchorvale Crescent #06-11
Singapore 544662

Dear Chong,

LETTER OF APPOINTMENT

1. We are pleased to offer you the position of **Senior Facility Engineer**, with **Nurasa Pte. Ltd.**, ("Company"). This offer is subject to the relevant Singapore Statutory authorities' approval of your employment in Singapore and the following terms and conditions.

For the purposes of this Letter of Appointment:

- 1.1 "Related Corporation" in relation to a corporation means its direct and indirect subsidiaries or holding companies, majority-owned firms or limited partnerships, whose principal activities are that of investment holding, financing or the provision of advisory and consultancy or other services, whether directly or indirectly, to the Company.
2. This offer is made subject to:
 - 2.1 the Company obtaining satisfactory reference check from agencies appointed by the Company.

In the event that any of the conditions above is not fulfilled, this offer of employment will cease to be valid, without the Company incurring any liability to you.



3. REMUNERATION AND BENEFITS

Basic salary

- 3.1 Your salary will be [REDACTED] per month and annual base salary of [REDACTED]. Any future increase in your salary and alterations thereto will be made at the discretion of the Company.

Bonuses and staff benefits

3.2 Annual Performance Bonus

An annual variable performance bonus of the previous financial year may be payable subject to factors such as the Company's and any of its Related Corporations' financial performance as well as the achievement of individual, team and/or company-wide annual performance targets.

The payment of this bonus will be made after the approval of the final audited accounts of the Company. The quantum of the performance bonus may be pro-rated if your length of service with the Company is less than one year and will be determined at the discretion of the Company.

For avoidance of doubt, you will not be entitled to any performance bonus or payouts of such bonus after the earliest of the date on which you:

- (a) tender notice of your resignation unless such notice is withdrawn prior to its effective date;
- (b) receive notice of termination of your employment (the date of such notice shall be deemed to be the date of receipt of the notice by you) unless such notice is withdrawn prior to its effective date; or
- (c) otherwise cease to be in the employment of the Company;

- 3.3 The other staff benefits are summarised in the attached **Annex I**.

Tax, Deductions and CPF Contributions

- 3.4 The Contributions to the Central Provident Fund (CPF) shall be governed by the provisions of the Central Provident Fund Act currently in force, where applicable.
- 3.5 Your salary, allowances and/or bonus shall be subject to such deductions or withholdings (including for applicable country taxes, social security and other relevant components) in respect of such contributions as may be permissible under applicable law.
- 3.6 You will be solely responsible for any personal income taxes arising from your employment with the Company in Singapore or in the relevant country in the event that you are relocated to an overseas office.

Other applicable terms and conditions

- 3.7 The terms and conditions governing your employment shall be in accordance with the prevailing Staff Handbook which is made available to the employees. The information and policies in the Staff Handbook are subject to review at the Company's discretion

4. PROBATIONARY PERIOD

You will be required to serve a minimum probationary period of **three** months during which time your work and conduct shall be assessed. There shall be no adjustment of your salary during the probationary period and upon your confirmation, even if the annual incremental date falls within the probationary period.

5. GENERAL TERMS AND CONDITIONS OF SERVICE

- 5.1 You shall not at any time during your service with the Company either directly or indirectly (without prior written consent from the Company) engage or interest yourself, whether for reward or gratuitously, in any work or business other than that relating to your duties in the Company or undertake any office notwithstanding that such outside engagements or interest may not interfere with the performance of your duties in the Company.
- 5.2 You shall devote the whole of your time, knowledge, skill and attention in the performance of your duties in the Company and attend at the premises where you shall from time to time

be posted by the Company on such days including, if the exigencies of the work so require, on Sundays and public holidays and at such hours as may be required.

- 5.3 You shall not disclose or divulge at any time during your service with the Company or thereafter, any secrets, transactions or information of or relating to the business of the Company which may come within your knowledge or possession in the course of your employment with the Company and which should not be disclosed, divulged or made public save in the course of the performance of your duties.
- 5.4 Your engagement is subject to transfer to any other job and/or any other department at any time. You shall be required to undertake such work as may be allocated to you at the discretion of the Company.
- 5.5 The Company reserves the right to place you on secondment with an organisation related to it or in which the company has an interest. Such secondment shall not, however, be on terms less favourable than the terms of your employment with the Company at that time.
- 5.6 You shall comply with the requirements of General Terms and Conditions of Service as specified in **Annex II**. Such requirements are subject to review at the Company's discretion.
- 5.7 In addition to the terms contained in this Letter of Appointment you shall immediately, upon entering the service of the Company, be subject to such other existing general terms and conditions of service as may be laid down by the Company to govern all members of its staff and any rule or regulation that may be introduced by the Company from time to time thereafter.

6. **INTELLECTUAL PROPERTY**

6.1 In this paragraph 6, the following expressions shall have the following meanings:

- (a) **"Intellectual Property Rights"** means all copyright, registered or unregistered designs, unregistered design rights, trade marks (whether or not registered), rights protecting goodwill and reputation, service marks, rights or protections equivalent or similar to copyright, topography rights, patents, petty patents, utility models, database rights, geographical indications, domain names, layout design rights,

trade or business names, rights protecting trade secrets and confidential information, rights protecting reputation designations and rights under any international convention for the protection of any of the foregoing, anywhere in the world, all other similar or corresponding proprietary rights and all applications for the same and all benefits, privileges, rights to sue, recover damages and obtain relief from any past, current or future infringements, misappropriation or violation of any of the foregoing; and

- (b) “**Works**” means designs, discoveries, processes, trade secrets, research and development information, specifications, notations, improvements, know-how, mask works, developments, documents, articles, reports plans, models, drawings, technical, functional or user documentation and any other materials whether or not patentable, copyrightable or subject to other forms of protection.

6.2 You hereby acknowledge and agree that all rights, title and interest, including Intellectual Property Rights, in and to all Works developed, created, written, reduced to practice, produced, conceived, made or discovered by you, whether solely or jointly with others, in whole or in part:

- (a) at any time in the course of your employment with the Company;
- (b) with the aid, assistance or use of the Company’s resources, equipment, supplies, facilities or Confidential Information (as defined in Annex II); and/or
- (c) as a result of or in connection with any work, service or duty performed by you for the Company,

(all such rights, title and interests collectively the “**Company IP**” and all such Works collectively the “**Company Works**”) shall belong to, vest in and remain at all times in the Company solely and absolutely. You hereby assign to the Company all such Company IP to which you are or may at any time after the date of this Letter of Appointment be entitled by virtue of or pursuant to any of the laws in force anywhere in the world, for the full period of the protection of such Company IP including all renewals, reversions and extensions. You further agree that all materials, documents or computer media containing, comprising or which are necessary for the use of the Company IP are the property of the Company.

- 6.3 You shall communicate forthwith to the Company full particulars of any Works embodying the Company IP.
- 6.4 You shall, at the request of the Company, co-operate fully with the Company and execute all such documents and give all such assistance as may be necessary or desirable at such locations as may be required by the Company in its sole discretion to effect, record or register the assignment of the Company IP to the Company absolutely or to protect, perfect, confirm, defend, police and/or enforce the Company's rights in the Company IP. You agree that if you should fail, following 14 days' notice from the Company, to execute any document or give any assistance as aforesaid, the Company shall have the right to do so in your place and stead as your lawfully appointed attorney and you undertake to confirm and ratify and be bound by any and all the actions of the Company pursuant to this paragraph 6.4 and such authority and appointment shall take effect as an irrevocable appointment.
- 6.5 You hereby waive any moral rights that you may have in respect of the Company Works under the Copyright Act (Chapter 63) and any other moral rights to which you are or may become entitled to under any legislation now existing or in future enacted, anywhere in the world, in respect of the Company Works.
- 6.6 You shall not, except (and only to the extent) as authorised by the Company or required by your duties, disclose, publish or use for your own or another's purpose any Works or any Intellectual Property Rights belonging to the Company.
- 6.7 You shall not, at any time or in any way question, dispute, infringe or do any act inconsistent with the Company's ownership of the Company IP.
- 6.8 You hereby represent, warrant and undertake that:
- (a) the Company Works are or shall be your original work and that you did not and will not copy wholly or substantially from any Works of any third party (unless instructed otherwise by the Company);
 - (b) the Company Works or any part thereof do not and will not utilise or infringe any Intellectual Property Rights of any third party or give rise to any liability to pay royalty or other compensation; and

- (c) you have not and will not grant or assign the Company IP or any part thereof to any third party whatsoever anywhere in the world (unless instructed otherwise by the Company).

6.9 You agree to fully indemnify and hold the Company harmless from and against all costs, damages and expenses incurred as a result of your breach of any of the terms of this paragraph 6.

6.10 Unless otherwise agreed, you shall not be entitled to any compensation or payment for any exercise by the Company of its rights under this paragraph 6.

7. TERMINATION OF SERVICE

7.1 During the probationary period, your service may be terminated by either party giving to the other two weeks' notice in writing or paying the equivalent two weeks' salary in lieu of notice.

7.2 Following your confirmation, your service may be terminated at any time by either party giving to the other **one** month's notice in writing or paying the equivalent of **one** month's salary in lieu of notice or, if notice given is short of the one month's period, the total amount of salary equivalent to that period by which the notice given falls short of the **one** month.

7.3 Notwithstanding anything in this Letter of Appointment and without prejudice to all other rights of the Company, the Company may terminate your employment with immediate notice and effect and without any payment or compensation to you if you:

- (a) commit, repeat or continue any act of misdemeanour, misconduct or negligence or any breach of your obligations under this Letter of Appointment or any other existing terms and conditions of employment, rules or regulations laid down by the Company from time to time;
- (b) are convicted of any criminal offence which is punishable with imprisonment;
- (c) commit any criminal or civil acts prejudicial to the Company and any Related Corporation whether or not committed in the course of your employment; or

- (d) engage in any conduct tending to bring yourself, the Company and any Related Corporation into disrepute.

7.4 Any delay by the Company in exercising such right of termination shall not constitute a waiver of that right.

8. MISCELLANEOUS

8.1 Annexes I and II shall form part of this Letter of Appointment. All capitalised terms and expressions used in the Annexes I and II shall have the same meanings ascribed to them in the Letter of Appointment, unless the context otherwise requires.

8.2 This Letter of Appointment constitutes the entire agreement and understanding between the parties in connection with your employment, and supersedes all prior oral or written communications, representations or agreements in relation to your employment, unless otherwise stated to you in writing or in email by the Company or an authorized representative of the Company.

8.3 If any provision of this Letter of Appointment is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Letter of Appointment but without invalidating any of the remaining provisions of this Letter of Appointment.

8.4 In this Letter of Appointment, unless the context otherwise requires, the headings are inserted for convenience only and shall not affect the construction of this Letter of Appointment.

8.5 A person who is not a party to this Letter of Appointment shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

8.6 This Letter of Appointment and the relationship between the parties shall be governed by and construed in accordance with the laws of the Republic of Singapore. In respect of any legal action for proceedings arising out of or in connection with this Letter of Appointment and/or your employment, the parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

8.7 You hereby consent to the Company using all personal data that you have provided, whether such personal data relates to you or to a third party, for the purposes of managing this employment relationship. For more information about how the Company uses such personal data, please refer to the Data Protection Policy.

9. **ACCEPTANCE OF OFFER**

If the above stated terms are acceptable to you, please signify your confirmation and acceptance thereof within 7 days from the date of this Letter of Appointment and return the duplicate of this Letter of Appointment. If we do not receive your acceptance within 7 days from the date thereof, this offer of appointment will automatically lapse.

You agree that this Letter of Appointment shall have been duly signed by you if your: (i) wet ink signature or (ii) an electronic or digital signature (including an image of your signature or any representation of your signature in digital form), is affixed to a copy of this Letter of Appointment, whether such copy is in physical, facsimile or electronic form. The receipt by the Company of such copy of this Letter of Appointment shall be treated as your irrevocable and unconditional agreement to be bound by the terms of this Letter of Appointment.



I look forward to welcoming you to the Company.

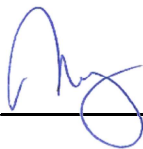
Yours sincerely,



Bay Hoe Heng
Facility Operations Manager

I have read and understood the terms and conditions in the Letter of Appointment, and hereby accept the appointment on these terms and conditions. I confirm that I shall commence work on Wed 1 FEB 2023.

Signature:



Name:

CHONG HAN VOON

Identity Card / Passport No.:

S7540296A

Date:

Fri 20 JAN 2023

Enclosures:

- ANNEX I - Benefits
- ANNEX II - General Terms and Conditions of Service

