

E-Port Pte. Ltd.

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13 March 2023

Mr Jayden Lim Weng Chun
216A COMPASSVALE DRIVE
#11-544

Singapore 541216

Dear Weng Chun,

CONTRACT OF EMPLOYMENT (ONE-YEAR)

1. We are pleased to offer you employment with **E-Port Pte. Ltd.** ("the Company").

2. The terms of this offer of employment are as follows:

2.1. Appointment

2.1.1. Your appointment is as follows:

Job Title: Operations Executive

2.1.2. You shall be offered on full-time One-Year Contract Terms, effective from the day you report for duty.

2.1.3 Your initial Job Description is as per Appendix III, as attached.

2.2 Date of Commencement

2.2.1 Your One-Year Employment Contract shall, if the conditions precedent in the Company's Terms and Conditions of Employment referred to in Clause 2.9 below are satisfied, commence **from 4 April 2023 ("commencement date") to 3 April 2024 ("expiry date")** when this fixed term contract would terminate automatically upon the expiry date of this contract.

2.2.2 If you are not a citizen or permanent resident of Singapore, the date of commencement of your employment is subject to the approval of your work pass from the Controller of Immigration.

2.3 Probation Period

2.3.1 You will undergo a Probation Period of **three (3) months** with effect from the date of commencement. The Company and you may extend the probation period if deemed necessary.

2.3.2 Your confirmation is subject to a satisfactory job performance appraisal during your probation period. You shall then be advised of your confirmation in writing.



2.4 **Remuneration**

2.4.1 You shall receive a gross monthly salary of **S\$3,800.00**.

The gross salary is inclusive of your share of CPF contributions per month for Singaporeans and Singapore Permanent Resident.

2.4.2 As salary matters are confidential, you are required to keep all salary information strictly confidential. A breach of this policy will undermine the basis of our reward system. Any employee found breaching this policy is liable for disciplinary actions under clause 5. of Terms & Conditions of Appendix II.

2.5 **Annual Performance Bonus and Salary Adjustment**

2.5.1 Any bonus or declarations of bonus shall be made at the sole and absolute discretion of the Company. In determining the amount of bonus, the Company shall consider your work performance, amongst other factors. Employees with less than one year of service shall be considered for a pro-rated annual performance bonus, if any.

2.5.2 Your performance will be reviewed periodically and the Company shall make adjustments to your salary accordingly and as it sees fit.

2.6 **Central Provident Fund (CPF) Contributions**

2.6.1 Depending on your residential status, the Company and you would be required to contribute to the CPF at the prevailing rates applicable to you. For details of the rates, please refer to CPF website: www.cpf.gov.sg.

2.6.2 CPF contributions are based on gross salaries, including any other allowances which are subject to mandatory contributions.

2.7 **Benefits**

2.7.1 Please refer to Appendix I for a summary of your benefits entitlement.

2.8 **Termination of Employment**

2.8.1 **Breach of Clause 5.1 (Appendix II):**

The Company may by notice terminate your employment with immediate effect in the circumstances specified in Clause 5.1 of the Company's Terms and Conditions of Employment (Appendix II) and has no obligation to pay any salary in lieu of notice.

In the case of 5.1.10 The Company will provide ample guidance to ensure your performance. However, if your performance continues to be sub-par, a verbal or written advice will be given to you. Failure to improve your performance within 1 month from such advice, the Company has the right to release you from your employment with immediate notice.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'J' or 'I' shape, and the second is a more fluid, cursive signature.

- 2.8.2 Within probation period, both the Company and the employee have the right to terminate the employment with immediate notice without penalty to each other.
- 2.8.3 After confirmation, the Company or the employee may terminate this contract by giving either party no less than **two (2) months** advance notice in writing, or pay the salary in lieu of notice subject to the Company's agreement.
- 2.8.4 The Company and the employee may renew this contract subject to mutual agreement two (2) months before contract expiry date.

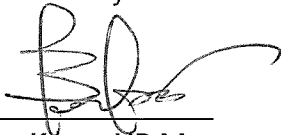
2.9 **Incorporation of Other Terms and Conditions of Employment**

- 2.9.1 Subject to Clause 2.9.2 below, the following shall also form part of your terms and conditions of employment:
- The Company's Terms and Conditions of Employment (Appendix II of this letter);
 - The Company's Code of Conduct and Disciplinary Proceedings; and
 - All other terms and conditions found in the Company's Intranet, or any other Company's handbook, manual, circular, directive, memorandum, letter of notice (which may be issued from time to time whether before or after the date of this letter).
- 2.9.2 Where the terms and conditions in any of the documents mentioned in above Clause are inconsistent with any of the terms or conditions set out in this letter, the terms and conditions set out in this letter or the latest updated version shall prevail.
- 2.9.3 Without limiting the generality of Clause 2.9.2, the Company shall have the right to terminate your employment in accordance with Clause 2.8 notwithstanding anything contained in any of the documents mentioned in Clause 2.9.1.

3. **Acceptance**

Please indicate your acceptance of this offer by signing the Employee's Acknowledgement & Acceptance form below.

Yours sincerely



Jessica Kwan, HR Manager

EMPLOYEE'S ACKNOWLEDGEMENT & ACCEPTANCE

I, LIM WENG CHUN of NRIC No. S86713066, have read and understood the above-stated terms and conditions, including the details in Appendix I, II and III, and hereby accept this offer of employment.

Signature: 

Date: 17/03/2023

SUMMARY OF EMPLOYMENT BENEFITS**1 Annual Leave**

- 1.1 Besides the gazetted public holidays, the annual leave eligibility for each calendar year is 15 days.
- 1.2 Leave eligibility: You are eligible for annual leave only after having worked for 3 months.
- 1.3 Annual leave is prorated using this formula:

(Number of completed months of service ÷ 12 months) x Number of days of annual leave entitlement
- 1.4 There could be exceptions that an employee may be allowed on unpaid leave. Unpaid leave shall be granted at the sole discretion of the Company for personal or family emergencies only, and only after all annual leave is consumed.
- 1.5 **AWOL:** The Company reserves the right to terminate your employment without notice if you are absent from work without official leave (AWOL) and prior approval from the Company. All and any outstanding leave will be forfeited under such circumstances.
- 1.6 **Application Notice:** With exception of emergencies, leave application must be submitted at least one (1) month in advance to your manager and HR and its approval is subject to the Company's needs. Leave will only be approved when an appropriate replacement is available during the leave period.
- 1.7 **Long Leave:** Employees with immediate families in Singapore can apply up to 5-consecutive days of annual leave, and employees with immediate families overseas can apply up to 10-consecutive days of annual leave.

2 Marriage Leave

- 2.1 You are entitled to three (3) days of marriage leave if you get married during your employment and are eligible for leave.

3 Compassionate Leave

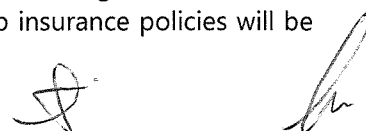
- 3.1 You are entitled to three (3) days of compassionate leave per calendar year for demise of immediate family (parents, siblings, children and spouse).

4 Medical Leave

- 4.1 Upon having worked for 3 months, you are eligible for medical leave on full pay on production of a recognised medical certificate up to a maximum of 14 days of outpatient sick leave and 60 days for hospitalisation leave in a calendar year. The 60 days of hospitalisation leave includes the 14 days outpatient sick leave. When you are taking medical leave, you should inform the Company not later than 24 hours of your absence from duty, and produce the medical certificate within 48 hours.

5 Group Insurance

- 5.1 You are covered under the Company's Group Insurance for Hospitalization, Personal Accident, Term Life insurance and Outpatient-Clinical Benefit, re Attachment, after confirmation of your employment. The insurance benefits and coverage plans may vary according to the discretion and review of the Company. The coverage for all Company's group insurance policies will be terminated when you leave the Company.



TERMS AND CONDITIONS OF EMPLOYMENT**1 Conditions Precedent**

1.1 Your employment by the Company is conditional upon the following conditions being satisfied:

1.1.1 if you are not a citizen or permanent resident of Singapore, the grant of the relevant employment pass or work permit from the Controller of Immigration for employment with the Company;

1.1.2 satisfactory clearances from the appropriate authorities.

1.2 In the event that any of the above conditions is not satisfied, your employment shall be deemed to be terminated by mutual agreement and neither the Company nor you shall have any claim demand or action whatsoever against the other in respect of or arising from this Agreement.

2 Duties

2.1 Your duties shall include the usual duties of the office or working-from-home to which you are assigned, and any other duties as required by the Company from time to time. You may, during your service with the Company, be seconded or attached by the Company to any of its subsidiaries or any other companies that may be started in time to come. In the event of any structural changes to the Company, you may also be transferred on a temporary or permanent basis to the Company subsidiary or any other organisation.

2.2 Our normal hours of employment shall be from 9.00 am to 6.00 pm on Mondays to Fridays. You are entitled to one hour of lunch break every day from 1.00 pm to 2.00 pm. Due to the nature of our business, you may be required to work beyond the official hours of employment as the Company considers necessary. The Company reserves the right, at its sole discretion, to revise, amend or extend the official hours should the need arise due to the nature of the job or business requirements. In addition to your normal duties, you may be required to undertake other duties from time to time.

2.3 You may be required at any time during your employment to attend prescribed training course(s) as may be decided by the Company. Such training course(s), including the Onboarding Programme and "5 Firsts", shall be deemed as assignment(s) essential for the effective performance of your duties.

3 Non-Singaporean Remuneration

3.1 Under the law, the Company may be required to act as a tax agent. If you are not a citizen of Singapore, the Company shall be entitled to withhold and retain the whole sum of the monthly salary payable to you in respect of the month during which your employment under this Agreement is terminated for whatsoever reason. The remainder of the aggregate of these amounts (less such sums which are required to be paid by the Company to the tax authorities under the Income Tax Act (Cap. 134), expenses on your personal account and all other such sums due from you to the Company or payable by the Company on your behalf), if any, will be paid to you only upon expiry of 30 days after the termination of your employment hereunder for whatever reason or on such earlier date as the Company may agree.

4 Discipline

4.1 All staff must conduct themselves in a respectable manner, maintain proper decorum, spot appropriate dressing and strike a balance between being familiar and formal with their colleagues, seniors and subordinates.



- 4.2 You are subject to all of the Company's disciplinary rules and regulations set out in any relevant Company handbook, manual, circular, directive, letter or notice.

5 **Termination of Employment**

- 5.1 Notwithstanding anything contained in the Company's letter of offer of employment, the Company may by notice terminate your employment with immediate effect if:

- 5.1.1 You make any false claim as to your qualifications, experience or previous employment, or in any other way provide the Company with false information in your application for employment with the Company or in the course of your employment with the Company;
- 5.1.2 You commit any act of misconduct or wilful disobedience or repeat or continue (after written advice) any other breach of your obligations under the terms of your employment;
- 5.1.3 You are guilty of any conduct which in the opinion of the Company brings you or the Company into disrepute;
- 5.1.4 You display aggressive behaviour, or commit any physical act of abuse, assault or violence against others;
- 5.1.5 You are unfit for work due to consistent absence from being sick, prolonged illness or due to the influence of alcohol or drugs;
- 5.1.6 You commit any act of dishonesty including but not limited to theft or cheating;
- 5.1.7 You are convicted of any criminal offence punishable with imprisonment, including but not limited to offences involving fraud, corruption or bribery, (excluding an offence under road traffic legislation in Singapore or elsewhere for which you are not sentenced to any term of imprisonment whether immediate or suspended);
- 5.1.8 You become bankrupt or make any arrangement or composition with your creditors generally;
- 5.1.9 You become of unsound mind;
- 5.1.10 You did not carry out your duties and responsibilities up to a reasonable standard acceptable to the Company; or
- 5.1.11 You are guilty of any default or neglect in the discharge of your duties and responsibilities.

- 5.2 For the avoidance of doubt, termination of employment pursuant to Clause 5.1 shall be deemed as dismissal. Following such termination, any claim to allowance or other benefits or entitlements including leaves (with exception of valid claims which have been submitted prior to the date of dismissal) which an employee would have been entitled to, but for his dismissal would be forfeited.

- 5.3 On the termination of your employment howsoever arising you shall:

- 5.3.1 forthwith cease to occupy, and deliver up possession, transfer or cause to be delivered or transferred to the Company or as the Company may direct all assets or property of or relating to the business of the Company and any of its associated or related bodies corporate or companies or businesses which may be in your possession or under your power or control or held in your name; and

5.3.2 not at any time thereafter represent yourself still to be connected with the Company.

- 5.4 Termination of your employment under any circumstances shall be without prejudice to any rights which have accrued at the time of termination or to Clause 7 and this Clause 5 (all of which shall remain in full force and effect).

6 Other Employment

- 6.1 You must devote the whole of your time attention and abilities during your hours of work for the Company to your duties for the Company. You may not, whether directly or indirectly, undertake any work or duty for or be concerned or interested in any Company or business or person (other than as a shareholder) whether within or outside your hours of work with the Company.

7 Confidentiality

- 7.1 You shall not during or after your employment with the Company directly or indirectly disclose to any person whatsoever or otherwise make use of any information of a confidential nature or information in respect of which the Company owes an obligation of confidence to any third party ("Confidential Information which was disclosed to you or which you had access to.")
- 7.2 You must, if requested by the Company, delete all Confidential information from any reusable material and destroy all other documents (including copies thereof) and tangible items which contain or refer to any Confidential Information which are in your possession or under your control, or return to the Company, in any event and without prejudice to Clause 5.4, upon termination of your employment, all such material, documents, copies of such documents and tangible items which belong to the Company.
- 7.3 You shall not remove from the Company premises any materials including without limitation drawings, documents, models, apparatus or other electronic devices which contain confidential information or make copies thereof otherwise in the course of carrying out your duties.
- 7.4 This restriction shall continue to apply without limit in point of time but shall cease to apply to Confidential Information which may properly come into the public domain through no fault of yours. The obligations set out in this Clause 7 shall survive the termination of your employment.

8 Intellectual Property

- 8.1 Any invention, patent, petty patent, utility model, copyright, design, circuit layout-design, trade mark, trade name, technology, know-how, trade secret, confidential information or any other intellectual property or common law or other proprietary rights of all types, including but not limited to, test and performance data, processes, production methods and improvements to all such matter ("Intellectual Property") made developed or discovered by you during your employment with the Company and any goodwill and all rights in and associated with such Intellectual Property shall be and remain the sole and exclusive property of the Company.
- 8.2 All Intellectual Property arising under Clause 8.1 shall be free of claims of ownership by any third party, and all work undertaken by you in which Intellectual Property may arise shall be your own original work and shall not in any way rely on, utilise or incorporate any intellectual property belonging to any third party.
- 8.3 You shall promptly disclose to the Company:

8.3.1 all Intellectual Property arising under Clause 8.1; and



- 8.3.2 all discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, computer programs, know-how and data (whether or not patentable or registrable under copyright, design or similar statutes) made or conceived or reduced to practice or learned by you (either alone or jointly with others) in the course of your employment with the Company, that are related to or useful in the business of the Company, result from duties assigned to you by the Company, or result from the use of property owned or provided by the Company.
- 8.4 At the request of the Company, you shall deliver to it all documents, notes, drawings, specifications, computer programs, data, models, samples, prototypes or other materials of any nature pertaining to any of the items mentioned in Clause 8.3.
- 8.5 In the event that you are deemed to be the owner of any Intellectual Property arising under Clause 8.1 by virtue of the operation of any law, you shall hold it on trust for the sole benefit of the Company. Further, you shall at the request of the Company, do all acts and execute all such documents to vest the same absolutely in the Company (or as the Company shall direct).
- 8.6 Without limiting the generality of Clause 8.5, you hereby assign to the Company by way of future assignment all rights which you may have or acquire in Intellectual Property arising under Clause 8.1 immediately upon their coming into force. You agree that you will not have any claim of any nature in respect of the Intellectual Property so assigned to the Company.
- 8.7 You shall, both during and after the termination of your employment with the Company, assist the Company in every reasonable proper way (but at the Company's expense) to obtain and enforce the Intellectual Property arising under Clause 8.1 in any and all countries.
- 8.8 Upon the termination of your employment, you shall return to the Company all documents, notes, memoranda, papers, drawings, manuals, specifications, designs, research and product development materials, devices, computer programs, diskettes and tapes, and any other materials on any media pertaining to or containing any of the items mentioned in Clause 8.3, and shall not take any of the foregoing (including any reproduction or copy thereof).

9 Third Party Software

- 9.1 In the course of your employment you may be given access to and/or entrusted with various computer application software programmes (the "Software") which are licensed to the Company for use by the respective vendors and/or owners of copyright or other intellectual property rights subsisting in the Software. You agree and undertake that:
- 9.1.1 You shall not, and shall not permit any unauthorised person, firm, company of organisation of any kind, to reproduce in whole or in part in any form the Software without the prior written consent of the Company;
- 9.1.2 You shall not permit any unauthorised person, firm, company or organisation of any kind to have access to the Software without the prior written consent of the Company;
- 9.1.3 You shall not remove from the premises of the Company, except with the prior written consent of the Company any diskette, document, tape or other recording medium containing the Software or any part thereof and shall secure the same under lock and key whenever the same is not in use;
- 9.1.4 You shall forthwith deliver up to the Company at its request all diskettes, tapes and any other recording medium containing the Software or any part thereof, and



- 9.1.5 You shall indemnify the Company and/or its servants and/or agents or any of them and keep each of them indemnified against all claims, payments, actions, suits, proceedings, demands liabilities, fees, costs and/or expenses of any kind whatsoever which may be incurred, suffered or sustained or become payable by them or any of them arising out of or in connection with any breach by you of, or any step taken by the Company to enforce, the undertaking in this paragraph.

10 **Usage of Computers and Computer Systems**

- 10.1. You shall abide by the rules governing the usage of computers and computer systems as spelt out in the Company code of conduct for employee, standard operating procedure and other directive of the relevant department.

11 **Changes to the terms of employment**

- 11.1 The Company reserves the right to amend, add, delete or change the above terms of employment at its absolute discretion and such amendments, additions, deletions or changes shall take effect on such date as the Company may decide.
- 11.2 In the event of any dispute or controversy relating to the interpretation or application of the above terms of employment, the decision of the Company shall be final and binding on all employees.

12 **Governing Law**

- 12.1 This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore and you submit to the non-exclusive jurisdiction of the Courts of Singapore.

13 **Enforcement of Rights**

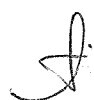
- 13.1 No failure by the Company to enforce any of its rights herein or to insist upon your strict compliance of any of your obligations or terms of employment, and no custom or practice of the Company at variance with the terms hereof, shall constitute a waiver of the Company's rights herein.
- 13.2 It is expressly provided that notwithstanding any provision contained in this Agreement, a person or entity who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act to enforce any of the terms of this Agreement.

14 **Restraint of Trade**

Within one (1) year from the date of termination of your employment for any reason, whatsoever, you shall not canvass, solicit or endeavour to take away from the Company (a) the business of any customers or clients of the Company preceding the termination of employment; or (b) any prospective customer or client in the process of negotiating any business with the Company which you have had dealings in the course of your employment.

15 **Miscellaneous**

- 15.1 References to the masculine gender include the feminine gender and vice versa.
- 15.2 References to the plural include the singular and vice versa.



Job Description

Job Title : Operations Executive (Ship Agency, One-Year Contract)
Career Band : Professional
Career Level : P3 - Career
Reports to : Applications and Operations Manager

Our eLSA platform empowers the ship-agent in his daily activities enabling the carrier to minimize the ship's turnaround time and voyage OPEX in port with help of digital applications.

We are looking for suitably qualified personnel to augment the "Applications & Operations" team.

Job Description:

- Responsible for handling shipping operations as a ship-agent
- Superb liaison and coordination between ship-in-port stakeholders including the Terminal, the regulatory authorities, the cargo, and various port service providers
- Responsive attendance and responses to customer's enquiries
- Close follow-up to optimise cost efficiency and maintain smooth operations to achieve excellent customer service
- Manage applications and operations system
- Ship boarding may be required from time-to-time
- Perform other ad-hoc duties assigned by the Manager

Job Requirements:

- Minimum 3 years of experience in ship-agency operations, especially in handling technical part of the ship-agent's operations
- Fast learner with a tremendously positive attitude
- Self-motivated and goal-oriented
- Customer oriented with excellent communication and problem solving skills
- Contract may be converted to permanent position subject to business needs
- Salary is negotiable according to experience

