

Esco Aster Pte Ltd

#02-01, 67 Ayer Rajah Crescent,
Singapore 139950
Tel: +65 6251 9361
Escoaster.com



14th November 2022

To: Ong Teng Siong
WP/NRIC/FIN No:

EMPLOYMENT AGREEMENT

Dear Ong Teng Siong,

We are pleased to extend you this offer of employment with **ESCO ASTER PTE. LTD.** (the "Company"). This Employment Agreement (the "Agreement") sets forth the terms of your employment, which, if you accept by countersigning below, will govern your employment with the Company.

1. COMMENCEMENT DATE, DUTIES, OBLIGATIONS AND CONSENTS

- 1.1. Commencing on **27th December 2022** (the "Commencement Date"), you shall be engaged in the position of **Bioprocess Scientist (MSAT)** in a full-time position and shall report to the Chief Executive Officer and/or other person as directed.
- 1.2. You shall use your best endeavors to promote the interests of the Company (as defined below). You shall devote all of your business and professional time, attention, energy, skill, learning and best efforts to the business and affairs of the Company. You shall use your best endeavors to protect the good name of the Company and shall not perform any act that may bring the Company into disrepute.
- 1.3. In the event that you discover, during the term of your employment with the Company, that you have, or might have at some point in the future, any direct or indirect personal interest in any of the Company's business, or a conflict of interest with your employment duties and functions, you shall immediately inform the Company upon such discovery.
- 1.4. You shall not engage, directly or indirectly, in any business, professional or commercial occupation outside your employment with the Company, whether or not such occupation is rendered for any gain, without the prior written approval of the Company, and subject to the terms of such approval.
- 1.5. You shall not, directly or indirectly, accept any commission, rebate, discount or gratuity in cash or in kind, from any third party which has or is likely to have a business relationship with the Company.
- 1.6. You hereby represent that no provision of any law, regulation, agreement or other source prohibits you from entering into this Agreement and fulfilling all its terms.
- 1.7. You hereby undertake to comply with all Company disciplinary regulations, work rules, policies, procedures, and objectives, as in effect from time to time.
- 1.8. You consent, of your own free will and although not required to do so under law, that the information in this Agreement and any information concerning you gathered by the Company, will be held and managed by the Company or on its behalf, inter alia, on databases according to law, and that the Company shall be entitled to transfer such information to third parties, in Singapore or abroad. The Company undertakes that the information will be used and transferred for legitimate business purposes only. Without derogating from the generality of the above, such purposes may include human resources management and assessment of potential transactions, to the extent required while maintaining your right to privacy.
- 1.9. You agree that the Company may monitor your use of their Systems and copy, transfer and disclose all electronic communications and content transmitted by or stored in such Systems, in pursuit of the Company's legitimate business interests, all in accordance with the Company's policy as in force from time to time and subject to applicable law. For the purposes of this Section, the term "Systems" includes telephone, computers, computer system, internet server, electronic database and software, whether under your direct control or otherwise.

- 1.10. 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:
- 1.10.1. Duties typical of your position and as assigned by your supervisor; and
- 1.10.2. Such duties as the Company may from time to time consider appropriate.

2. SALARY

- 2.1. You will be paid a gross monthly salary of **\$5,000** every last working day of the month into a bank account nominated by you or by local cheque in your name. If the last day of the month falls on a weekend or holiday, the salary will be paid the working day before.
- 2.2. The Company shall review your performance and basic salary on an annual basis, and the increment (if any) shall be subject to the Company's discretion.

3. WORKING DAYS, HOURS OF WORK

- 3.1 Working days will be 5 days a week, Monday to Friday.
- 3.2 Rest days will be Saturday and Sunday.
- 3.3 The normal working hours will be from 8:30 to 18:00 with one (1) hour lunch break.

4. PROBATION AND TERMINATION PERIOD

- 4.1. The first 90 calendar days from the Commencement Date shall constitute a probationary period (the "Probation Period") during which either party may terminate this Agreement by giving the other party no less than 1 day prior notice. Upon confirmation of your employment, your basic salary will be revised to **\$5,200**.
- 4.2. After the Probation Period, either party may terminate this Agreement with 90 days prior written notice or, without waiting for the expiry of the notice given, by paying to the other a sum equal to the amount of salary at the gross rate of pay which would have accrued to the employee during the period of the notice.
- 4.3. The Company may, after due inquiry, dismiss you without notice on the grounds of misconduct inconsistent with the fulfilment of the conditions of your services, or for wilful breach of this Agreement or company policies, or for other grounds provided under the Employment Act.

5. PUBLIC HOLIDAYS

- 5.1 You will be entitled to all official public holidays on full pay in accordance with the requirements of the Employment Act and other relevant rules and regulations from the MOM.

6. ANNUAL LEAVE ENTITLEMENT

- 6.1 You will be entitled to 14 days of paid leave for every 12 months of continuous service.
- 6.2 Where your period of employment is more than 3 months but less than 12 continuous months of service, the annual leave entitlement will be in proportion to the number of completed months of service in that year.
- 6.3 You are encouraged to consume your annual leave within the said calendar year and only 5 days of prorated annual leave can be carried forward to the next calendar year. Any leave taken during your probation period shall be considered as no-pay leave.

7. SICK LEAVE

- 7.1 You will be entitled to paid sick leave not exceeding:

Period of Service	No Hospitalisation Required	Hospitalisation Required
Not less than 6 months	14 days	60 days*
At least 5 months but less than 6 months	11 days	45 days*
At least 4 months but less than 5 months	8 days	30 days*
At least 3 months but less than 4 months	5 days	15 days*

* Inclusive of the number of days if no hospitalisation is required.

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- 7.2 Any leave taken in excess of the allowed sick leaves in 7.1 will be considered as unpaid leave.
- 7.3 You are required to notify the Company as soon as possible in case of absence from work due to illness.
- 7.4 All claims and medical leaves shall be substantiated with the original receipt and medical certificate from a registered medical practitioner. Otherwise, your medical claims or leaves shall be considered null and void. In such cases, you shall bear the medical bill on your own and your medical leave shall be taken as a no-pay leave.

8. MATERNITY LEAVE

- 8.1. If you are a female employee, you will be entitled to paid 16 weeks maternity leave if you fulfil the following conditions:
 - 8.1.1 The child is a Singapore Citizen;
 - 8.1.2 The child's parents are lawfully married; and,
 - 8.1.3 The employee has worked for the employer for at least 90 days before the child's birth.
- 8.2 If you do not fulfil criteria above, you may still be entitled to 8 weeks of paid maternity leave if you meet criterion 8.1.2 and 8.1.3 and is covered under the Employment Act.
- 8.3 The Company should be given at least one week's notice before the employee goes on maternity leave. Where possible, the employee should inform the Company in advance how the employee intends to consume the maternity leave. When the employee has delivered, she should inform the Company of the date of her delivery as soon as practicable.

9. CHILDCARE LEAVE

- 9.1 Confirmed employees with children below 7 years of age, regardless of the number of children, are entitled to paid childcare leave per calendar year for:
 - 9.1.1 6 days if the child is a Singapore citizen and you have worked for the Company for at least 3 continuous months.
 - 9.1.2 2 days if the child is not a Singapore citizen and you have worked for the Company for at least 3 continuous months.
- 9.2 Confirmed employees are eligible for 2 days extended childcare leave per year if they meet the following requirements:
 - 9.2.1 The youngest child is between 7 and 12 years old (inclusive); and,
 - 9.2.2 The child is a Singapore Citizen.
- 9.3 Any childcare leaves unconsumed at the end of the calendar year, or upon cessation of the employer-employee relationship will be forfeited and no payment in lieu will be paid to the employee.

10. OTHER LEAVE ENTITLEMENT

- 10.1 The employee will be entitled to the following other leave entitlements if applicable in accordance with the requirements of the Employment Act:
 - 10.1.1 Compassionate leave: 4 days (parent, spouse, child), 2 days (grandparent, sibling, parents-in-law).
 - 10.1.2 Marriage leave: 3 days for first official marriage
 - 10.1.3 Paternity leave: 2 weeks for eligible working fathers
 - 10.1.4 Adoption leave: 12 weeks for eligible adoptive mothers

11. MEDICAL TREATMENT

- 11.1 The company provides medical benefits for normal consultation and medication for employees who have been with the company for 3 months or more as per MOM policy. You may claim \$20 per visit or \$280 maximum total receipts per annum. Singapore Citizens and Singapore Permanent Residents are encouraged to use their Medishield account whenever possible. This benefit does not apply if you are covered by a medical insurance (with Outpatient benefits) provided by the Company. Currently employees are provided with AIA's Group Hospital & Surgical (GHS) & Group Outpatient Clinical (OGP) policies from the Commencement Date.



12. CONFIDENTIALITY

12.1. 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 Company's technology know-how, data, inventions, developments, plans business practice, and strategies. Such confidential and proprietary information of the Company (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 Company's marketing and customer support strategies, financial information (including sales, costs, profits and pricing methods), internal organization, employee information, and customer lists; (iii) the Company'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 Company 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 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 Company.

You agree that failure to keep the Information confidential may cause substantial and irreparable harm to the Company, 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.

12.2. Third Party Information

You recognize that the Company has received and in the future will receive from third parties its confidential or proprietary information subject to a duty on the Company'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 Company 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 Company's agreement with the third party) or use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with the third party).

12.3. 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 or related to the current or prospective business of the Company 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 Company 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, or related to the current or prospective business of the Company 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.

13. NON-COMPETITION AND NON-SOLICITATION

- 13.1. 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:
- 13.1.1. 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,
 - 13.1.2. 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; or,
 - 13.1.3. solicit the employment of any officer or employee of Company without the prior written consent of the Company; or,
 - 13.1.4. interfere with the relationship between any persons or entities which have business dealings with the Company, including by assisting another to interfere in such relationship.
 - 13.1.5. directly or indirectly, in any capacity whatsoever, whether independently or as a shareholder, employee, consultant, officer or in any managerial capacity, carry on, set up, own, manage, control or operate, be employed, engaged or interested in a business in
- 13.2. Geography of Singapore which competes with, or proposes to compete with the Company in any activity in the field of Contract Development & Manufacturing Organization (CDMO). 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.
- 13.3. 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.

14. INTELLECTUAL PROPERTY

- 14.1. You shall promptly disclose to the Company all Intellectual Property which you solely or jointly conceive, develop or reduce to practice or cause to be conceived, developed or reduced to practice during the course of and/or in connection with your employment with the Company and/or which use Confidential Information or other Company property ("**Inventions Undertaking**").



- 14.2. For the purposes of this Agreement, "**Intellectual Property**" shall include all intellectual property rights, whether or not patentable, including without limitation rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, content, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, look and feel, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing.
- 14.3. You further confirm that all Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Company and you shall not be entitled to, and you hereby waive now and in the future, any claim to any right, moral rights, compensation or reward, that you may have in connection therewith.
- 14.4. Without derogating from the Company's rights under this Undertaking or any law, you agree to assign and hereby automatically assign to the Company and/or its designee any and all rights, titles and interests in respect of any Inventions, to the extent that you may have such rights, on a worldwide basis, and you acknowledge now and in the future the Company's full and exclusive ownership in all such Inventions. You shall, at any time hereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and/or its designee or to assist them to obtain the exclusive and absolute right, title and interest in and to all Inventions, including by the registration of patents or trademarks, protection of trade secrets, copyright, or any other applicable legal protection, and to protect the same against infringement by any third party, including by assisting in any legal action requested by the Company with respect to the foregoing.

15. CONSENT TO USE PERSONAL DATA

- 15.1. 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.
- 15.2. In the course of your employment with the Company, you shall comply with all the 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.

16. COMPANY DATA/ASSET PROTECTION POLICY

- 16.1. Employees may only use Company property and resources for their intended purpose; they must not be used for personal reasons. All employees are required to protect Company property and use Company equipment carefully. All cases of wasting and misusing Company property including, but not limited to, Documents, Digital Asset, Drawings, Sales and Marketing Information, Office Room, Furniture and Equipment must be immediately brought to the attention of the employee's senior personnel. And all cases of destroying or stealing of company property or engaging in unusual or illegal activities will be reported to the relevant authorities or will be pursued by the Company for any loss that may have caused.
- 16.2. Employees are also responsible for helping to reduce the chances and impacts of theft of technological tools or related information and any other piece of Company equipment. Employees who leave the Company's services must return all objects, documents or data belonging to the Company, such as computer equipment, databases, prototype, documents, files, cell phones, books, manuals, etc., that were provided or created by the employee for the Company.

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I, ONG TENG SIONG, have read and agreed to the above terms of employment of the Company.

Conformed:

EMPLOYEE:

COMPANY
ESCO ASTER PTE. LTD.

By:



Ong Teng Siong
Date: 15 Nov 2022



Lin Xiangliang
CEO

EMPLOYEE ACKNOWLEDGEMENT

I ONG TENG SIONG accept and agree to the above-stated terms and conditions.

I shall commence employment with effect from 27 DEC 2022.

Signature:  Date: 15 Nov 2022

NRIC/ Passport No: S8740768C