



igloocompany Pte. Ltd.
67 Ayer Rajah Crescent
#06-14/21, Singapore 139950
Company Registration No. 201528946R

Private & Confidential

5 July 2022

Lim Thien Sean
NRIC No.: S9370369C
82 Edgedale Plains
#15-05
Singapore 828736

Dear Thien Sean,

EMPLOYMENT AGREEMENT

igloocompany Pte Ltd ("the Company") hereby enters into this employment agreement (the "Agreement") with **Lim Thien Sean & NRIC No.: S9370369C** ("you").
In this Agreement:

- (a) a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality);
- (b) "Effective Date" – means 15 August 2022.
- (c) "affiliate" means in relation to the Company, any other person directly or indirectly controlling, controlled by or under common control with, such person and "affiliates" shall be construed accordingly. The word "control" (including its correlative meanings, "controlled by", "controlling" and "under common control with") shall mean, with respect to a corporation, the right to exercise, directly or indirectly, more than 50 per cent. of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person;
- (d) a reference to a clause shall mean a reference to a clause in this Agreement.

The following are the terms and conditions of your employment offer:



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1. POSITION

Product Manager

2. PRE-CONDITION

If you are not a citizen or permanent resident of Singapore, this offer is subject to the obtaining of the relevant visa, approval(s), work permit or employment pass to allow you to work and reside in Singapore.

3. EFFECTIVE DATE

This Agreement commences from the Effective Date.

4. ROLES & RESPONSIBILITIES

4.1. Your responsibilities will be to manage the assigned hardware product SKU(s) and manages its overall life cycle and subsequent iterations. This encompasses rationalizing the feature sets and functional interactions on both the software and hardware in the ecosystem. Also to ensure the domain of igloocompany products meet the designed, technical and behavioral specifications as defined. You may refer to other detailed responsibilities as stated in the Job Description document. You will report to **Associate Director, Hardware & Design**, and/or such persons as igloocompany may designate.

4.2. The Company reserves the right to instruct you to carry out duties other than your normal duties for a relatively short period or to change your position in a reasonable manner if, according to the Company, the circumstances of the business necessitate this. You undertake to:

- (i) work to the full extent of your capabilities for the Company;
- (ii) perform the duties entrusted to you with the greatest possible diligence and exactitude;
- (iii) follow and implement accurately the instructions and/or directions given by or on behalf of the Company;
- (iv) use your best endeavors to promote and protect the interest of the Company and its affiliates;



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- (v) if you are not a citizen or permanent resident of Singapore, maintain in force the requisite visa, approval(s), work permit or employment pass to allow you to reside and work in Singapore;
- (vi) not at any time make improper use of information acquired by virtue of your position within the Company to gain any advantage for yourself or for any other person, whether directly or indirectly;
- (vii) not at any time allow yourself to be placed in a position where your personal interests might conflict (whether directly or indirectly) with your duties and obligations in this Agreement; and
- (viii) will devote the whole of your time, attention and abilities exclusively to the business of the Company and shall not, while in the employment of the Company, be engaged in any other employment or engage in any other business or be concerned or interested in any other business of a similar nature to or competitive with that carried on by the Company or any of its affiliates.

5. WORK LOCATION

You will be based in Singapore and agree to devote your full time, attention and abilities to the performance of your duties. Primarily based in the Company's principal office, you may be required to travel occasionally elsewhere in connection with your duties.

6. REMUNERATION

- 6.1. You are entitled to monthly remuneration of **SGD 7,500.00**. Your remuneration is subject to further reviews and adjustments by the Company. Your salary is payable in arrears and shall be credited to your bank account at the end of the month. (Please note that confidentiality of your salary should be maintained at all times). Your annual salary is calculated on a 12-month basis.
- 6.2. You will also be eligible for the Employee Stock Options scheme, where you will be offered 6,500 employee stock options upon satisfactory completion of 3 month of services. There will be conditions attached to the stock options.
- 6.3. The Company shall deduct from your remuneration all sums it is authorised to deduct under the laws of Singapore, whether for your share of Central Provident Fund contributions described in clause 11, withholding tax or otherwise.



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7. PROBATION

- 7.1. You will be under probation for a period of three (3) months. Confirmation shall depend upon satisfactory review of your performance during the probationary period.
- 7.2. At the end of the probationary period, the Company may confirm, extend the probationary period or terminate your employment.

8. DOUBLE PAYMENT

In the event that you have received a double payment for the same amount due from the Company to you (a "Double Payment"), such as an inadvertent double payment of a single amount due to you, you hereby agree:

- (i) to immediately inform the Company of the Double Payment; and
- (ii) that the Company, to the extent legally possible, will be entitled to either:
 - (a) reclaim the amount overpaid to you as a result of the Double Payment; or
 - (b) offset in any manner the amount that you have been overpaid as a result of the Double Payment against any amount (including any future, prospective or contingent amounts) due to you from the Company.

9. MEDICAL INSURANCE

Upon successful completion of the Probationary period, you will be eligible for the Company's health Insurance scheme administered by our appointed insurance company. Should any time these benefits be changed, you will be advised of the revised scheme.

10. TRANSFER

Your employment is subject to possible inter-departmental or inter-company transfer(s) between the Company and any of its affiliates without loss of seniority or reduction in remuneration and benefit.



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11. CPF CONTRIBUTION

The standard Central Provident Fund ("CPF") contributions will apply for all Singapore citizens and Singapore Permanent Residents. These contributions are subject to changes and regulations set by the CPF Board.

12. PUBLIC HOLIDAYS & ANNUAL LEAVE

- 12.1. Your annual leave entitlement will be sixteen (16) days per calendar year. In the event of a resignation or termination of employment by the company during probation period, such leave taken shall be deemed as unpaid leave. In the first year of service, annual leave entitlement will be pro-rated according to the length of service accrued for that year. If such annual leave is not taken within the service year, the annual leave not taken, subject to a maximum of 7 days, shall be carried forward to the subsequent year and to be taken by the 30th June of that subsequent year.
- 12.2. In the event that you have to leave the company during the year, your leave taken to-date shall be measured against your pro-rated entitlement. Any excess leave taken shall be deducted against your final salary. Should there be outstanding leave available to you, you may utilise the leave, subject to the approval of your Head of Department. The utilizing of annual leave balance to offset against required notice period is subject to Management approval.

13. WORKING HOURS

- 13.1. Standard working hours are from 9.00 a.m. to 6.00 p.m. Monday to Friday inclusive (excluding lunch break of 1 hour). Standard lunch break is 1 hour any time to fall between 11.00 a.m. to 2.00 p.m. Variation is allowed subject to mutual discussion and approval from the Head of Department.
- 13.2. The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.
- 13.3. You are obliged to commit beyond the normal working days and hours stipulated in clause 13 if the Company so requires.

14. CONFIDENTIALITY

- 14.1. You agree that you will not at any time, directly or indirectly, disclose customer information or other trade secrets or confidential or proprietary information



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regarding the Company or its affiliates to any third party, or otherwise use trade secrets or confidential data unless authorized in writing by the Company.

- 14.2. You undertake to observe confidentiality both during and after this Agreement concerning information relating to machinery, patents, drawings, contracts, the Company's organization, suppliers, customers and further all matters of a confidential nature of the Company and/or of any affiliates, of which you may be deemed to have knowledge.
- 14.3. The Company's prior approval must be obtained for any publication by you, verbal and/or written, which may affect Company's and/or any of its affiliates' interests. Such approval will only be withheld, however, for serious reasons deriving from said interests.
- 14.4. Company's and/or any of its affiliates' property and all correspondence, notes, drawings and/or the like relating to the Company's and/or affiliates' matters will immediately be surrendered by you to the Company on termination of this Agreement.
- 14.5. Notwithstanding the above, nothing in this clause 14 shall apply to:
 - (i) any information that has become available to the public generally, other than through unauthorized disclosure; or
 - (ii) the sharing of confidential information to other person(s) sharing responsibility for the proper performance of your job or to those persons whose co-operation is required for such proper performance, if and in so far as these persons are bound to secrecy or undertake to observe secrecy.

15. NON-SOLICITATION OF EMPLOYEES

You agree that you will not during your employment, or during the six (6) months following the voluntary or involuntary cessation of your employment, on your behalf or in conjunction with or on behalf of any person, directly or indirectly induce, or solicit with a view to the engagement or employment of any officers, directors, sales representatives, or employees of the Company or any of its affiliates with whom you had dealings with during the term of your employment.



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16. NON-SOLICITATION OF CUSTOMERS

You agree to refrain for a period of six (6) months following the voluntary or involuntary cessation of your employment, on your behalf or in conjunction with or on behalf of any person, directly or indirectly induce or solicit any customer of the Company or its affiliates with whom you had dealings with during the term of your employment to remove its business from or reduce its business with the Company or any of its affiliates.

17. NON-COMPETITION

17.1. Throughout the duration of the employment relationship and during a period of six (6) months after the end of the employment relationship, you agree:

- (i) not to be engaged in employment or be involved in any manner, directly or indirectly, whether on your account or on the account of third parties, with a company that conducts activities
 - (a) in a field similar to that of the Company or its affiliates and
 - (b) which you were engaged in during the course and in the conduct of your employment with the Company ('competing companies');
- (ii) to refrain from performing paid or unpaid activities, directly or indirectly, independent or employed by another, for or in favour of persons that each of (a) the Company or its affiliates and (b) you had business contact with during the course and in the conduct of your employment with the Company;
- (iii) not to establish, acquire, or directly or indirectly invest in any competing companies in any way. There shall be an exception for holding shares and equity interests as a financial investment as long as this does not provide you with any influence over the decisions of the governing bodies of the competing company. Such influence shall exist in any event if the equity interest directly or indirectly confers a majority of the voting rights in the particular company;

17.2. Competing companies within the meaning of (i) and (iii) above shall include companies that are involved in one of the fields of activity of the Company or its affiliates. These may include companies that develop and/or distribute products in the area of smart homes in the hospitality industry.

17.3. The obligations expressed in this clause 17 shall apply to all countries in which



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- (i) the Company or its affiliates have a business address or actively do business and
- (ii) you had dealings with during the course and in the conduct of your employment with the Company.

18. ANCILLARY POSITIONS

You will not perform any ancillary activities in any way and in any form whatsoever, either under your own name or by means of operation with other natural persons or companies, without prior written permission from the Company. This does not apply to paid or unpaid work or positions of a religious, charitable, philanthropic or social non-political nature, if and in so far as these activities are carried out outside working hours. Non-compliance hereof constitutes a reason to impose a disciplinary penalty or an urgent cause for summary dismissal, without prejudice to the Company's right to claim full compensation and without prejudice to your obligation to immediately terminate the prohibited activities.

19. PERSONAL DATA

- 19.1. You will comply with all data privacy policies in relation to the handling and protection of Personal Data as defined under the Singapore Personal Data Protection Act 2012.
- 19.2. With respect to your Personal Data, you consent to our collection, use, and disclosure of Personal Data for employment-related purposes and all the matters that may arise therefrom, including without limitation:
 - (i) purposes related to your performance of this Agreement, evaluation of your work and discipline and policy compliance;
 - (ii) managing or terminating of your employment (including but not limited to contacting you for work-related matters and managing your work-related travel details);
 - (iii) using your bank account details to issue and process salaries and/or claims;
 - (iv) monitoring how you use the Company's computer network resources;
 - (v) posting employees' photographs on the staff directory page on the company intranet, and on the Company's publications and websites;



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- (vi) managing staff benefit schemes;
 - (vii) assessing medical records for employment suitability;
 - (viii) disclosure of your personal data to our payroll administration service provider for monthly salary and income tax purposes; and
 - (ix) disclosure of your personal data for reference checks or evaluative purposes (after you have left the employment of the Company).
- 19.3. You should be aware that in certain instances the Company may transfer or disclose your Personal Data to third parties (both local and overseas, including the Company's affiliates, representatives, related companies, any company in which the Company holds an interest, third party agents and independent contractors) for the above employment-related purposes. In addition, the Company may collect, use and/or disclose your emergency contact information for purposes of responding or dealing with an emergency, such as a threat to your life, health or safety or to that of another individual.
- 19.4. If you choose to withdraw consent to the collection, use and/or disclosure of your Personal Data solely for the purposes mentioned above, this may result in difficulty in managing your employment with the Company and may result in the termination of your employment with the Company. However, the Company will ensure that the collection, use and/or disclosure of your Personal Data will at all times only be for reasonable legal or business purposes.
- 19.5. If you have any question or concern about the Company's use of your Personal Data or the Company's personal data protection policy or practices, please consult the Company's data protection officer, and/or such persons as igloocompany may designate.

20. INTELLECTUAL PROPERTY RIGHTS

If, within the framework of this Agreement, any performance of your obligations under this Agreement should be or become subject to intellectual property rights (including but not limited to copyrights, neighbouring rights, trademark rights, brand rights and its associated goodwill, model rights, database rights, registered design rights and patent rights) (the "Employment-related IP") under Singaporean law and/or foreign law:



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- (i) you hereby assign the full and global intellectual property rights to the Company, in so far as the Company is not already the entitled party by law. You further undertake to fully co-operate with any formalities that may be required for such an assignment;
- (ii) you will, in so far as one or more intellectual property rights cannot be assigned until a later point in time, assign the full and global intellectual property rights to the Company as soon as possible during or after the term of employment and you further undertake to fully co-operate to enable the legal completion of such assignment;
- (iii) you will refrain from registering any Employment-related IP or having it registered, in his/her own name or that of a third party, as a trademark, a brand, a model, a registered design, a patent, a copyright or any other intellectual property right;
- (iv) the Company will be entitled to register any Employment-related IP or have it registered as a trademark, a brand, a model, a patent, a copyright or any other intellectual property right in its own name or that of a third party;
- (v) in so far as permitted by law, you agree to waive your global moral rights in relation to the Employment-related IP, such as Section 25 of the Copyright Act (Chapter 63 of Singapore) and similar stipulations in foreign legislation and regulations and covenants;
- (vi) in so far as the intellectual property rights cannot be assigned, you hereby grant the Company a free, global, perpetual, transferable, licensable, sub-licensable and exclusive right to publish, reproduce, transmit, adapt, prepare derivative works, sell, or otherwise make use the intellectual property rights in the Employment-related IP, in any form or medium and in any language.
- (vii) you agree and acknowledge that assignment and the exclusive rights of the Employment-related IP also extends to any current, future, foreseeable and unforeseeable reproduction, publication and other use of the Employment-related IP;
- (viii) you declare that the remuneration you receive for your work under this Agreement may also be considered a fair compensation for the assignment and exclusive rights of all intellectual property rights as referred to in this clause 20; and



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- (ix) you guarantee that the Employment-related IP to be transferred are unencumbered and that no third-party rights are vested in them. You further guarantee to the Company the unchallenged use of such Employment-related IP.

21. TAXATIONS AND DEDUCTIONS

- 21.1. All amounts payable by the Company to you shall be subject to any deduction and/or withholding which the Company may be entitled or required by law to make (including any deductions or withholdings which the Company is entitled to make under the Income Tax Act (Chapter 134 of Singapore)).
- 21.2. You shall be responsible to pay all taxes which may be levied or assessed on any sum paid and/or benefit provided by the Company. If you are or subsequently become a citizen or permanent resident of Singapore, the Company will make the prescribed CPF contributions in accordance with applicable law.

22. RESIGNATION / TERMINATION OF EMPLOYMENT SERVICE

- 22.1. During the probation period, either the Company or you may terminate this employment agreement by giving the other party written notice of **one (1) month** or equivalent of salary in lieu of notice.
- 22.2. After the end of the probation period where your employment is confirmed, either the Company or you may terminate this employment agreement by giving the other party **two (2) months** written notice or equivalent of salary in lieu of notice.
- 22.3. The Company reserves the right to terminate your employment for cause at any time upon immediate written notice and without payment of any type. Cause shall include, without limitation, the following, as determined in the sole discretion of the Company:
 - (i) gross misconduct;
 - (ii) refusal and/or failure to effectively perform job responsibilities or observe reasonable instructions of the Company after notice;
 - (iii) conduct likely to bring the Company into disrepute;
 - (iv) bankruptcy;
 - (v) breach of the terms of this offer of employment;



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(vi) criminal offense; or

(vii) breach of the Company's internal policies and procedures.

22.4. Upon termination of your employment, you are required to return to the Company or its affiliates, all materials in your possession relating to the business of the Company or any of its affiliates and/or belonging to the Company, its affiliates or its clients. You are obligated not to retain any copies of the materials in any form. You are obliged to ensure a smooth transition of your duties and responsibilities.

22.5. Notwithstanding the provisions of this clause 22, the expiry or termination of it (howsoever arising) shall not affect any of the other provisions in this Agreement which is expressed as continuing to have effect after the termination of your employment with the Company.

23. THIRD PARTY RIGHTS

Save where a provision expressly purports to confer a benefit on a third party or in the case of any of the Company's affiliates, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this Agreement.

24. PARTIAL INVALIDITY

In the event that (a part of) one or more clauses of this Agreement or any Schedule would be established as non-binding, the other clauses of this Agreement will continue to be effective. The parties are obliged to replace the non-binding clauses with other clauses that are binding, in such a way that the new clauses differ as little as possible from the non-binding clauses, taking into account the object and the purpose of this Agreement.

25. MODIFICATION

This Agreement constitutes the full and complete understanding and agreement of the parties, supersedes any prior understanding and agreement and the company reserves the right to make changes to HR policies in line with the management's direction to align and manage a growing company. Any revised employment terms shall be communicated to all staff.

26. GOVERNING LAW AND JURISDICTION



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- 26.1. The provisions of this Agreement, and the terms and conditions of your employment, shall be governed by the laws of Singapore.
- 26.2. In relation to any legal action or proceedings arising out of or in connection with this Agreement, you hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

If you agree to accept the offer of employment based on the above conditions, kindly sign and return the duplicate of this offer letter to the attention of the Company.
Thank you.

Yours faithfully,

YeeLing Chong
Director, People and Culture

Acceptance of this Offer of Employment with igloocompany Pte Ltd

I, **Lim Thien Sean**, NRIC No.: **S9370369C** hereby confirm that I accept the above terms and conditions and be bound by them at all times.

Signature 

Date 7 July 2022



Document Details

Title	Letter of Employment - Lim Thien Sean
File Name	Letter of Employment - Lim Thien Sean.pdf
Document ID	b55fa528c5ab43f0a2ea2b0f9ab7ff01
Fingerprint	3cf0fc22f08c76254187aac400a42b24
Status	Completed

Document History

Document Created	Document Created by People & Culture Team (hr@igloohome.co) Fingerprint: d024d564dab72f971844543c90a33429	7 July 2022 02:51AM UTC
Document Sent	Document Sent to Chong Yee Ling (yeeling.chong@igloohome.co)	7 July 2022 02:51AM UTC
Document Viewed	Document Viewed by Chong Yee Ling (yeeling.chong@igloohome.co) IP: 218.212.132.114	7 July 2022 03:15AM UTC
Document Viewed	Document Viewed by Chong Yee Ling (yeeling.chong@igloohome.co) IP: 101.100.190.196	7 July 2022 03:15AM UTC
Document Signed	Document Signed by Chong Yee Ling (yeeling.chong@igloohome.co) IP: 218.212.132.114	7 July 2022 03:17AM UTC
Document Sent	Document Sent to Lim Thien Sean (thiensean@hotmail.com)	7 July 2022 03:17AM UTC
Document Viewed	Document Viewed by Lim Thien Sean (thiensean@hotmail.com) IP: 111.65.45.87	7 July 2022 03:18AM UTC
Document Viewed	Document Viewed by Lim Thien Sean (thiensean@hotmail.com) IP: 111.65.45.87	7 July 2022 03:50AM UTC
Document Viewed	Document Viewed by Lim Thien Sean (thiensean@hotmail.com) IP: 111.65.45.87	7 July 2022 03:51AM UTC
Document Signed	Document Signed by Lim Thien Sean (thiensean@hotmail.com) IP: 111.65.45.87	7 July 2022 03:58AM UTC
Document Completed	This document has been completed. Fingerprint: 3cf0fc22f08c76254187aac400a42b24	7 July 2022 03:58AM UTC

