



Hoow Foods Pte. Ltd.

UEN: 201804459W

67 Ayer Rajah Crescent
#01-03/04, Singapore 139950

www.hoowfoods.com

HOOW FOODS PTE. LTD.

And

Bay Ming Yih Xavier

Employment Agreement





Hoow Foods Pte. Ltd.

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67 Ayer Rajah Crescent
#01-03/04, Singapore 139950
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THIS AGREEMENT is made on the 25 January 2023

PARTIES

Hoow Foods Pte Ltd
201804459W
of 67 Ayer Rajah Crescent
#01-03/04
Singapore 139950
("Employer")

and

Bay Ming Yih Xavier
Of Apt Blk 799 #04-3420
Yishun Ring Road
Singapore 760799
("Employee")

BACKGROUND

A The Employer has offered to employ the Employee as its **Business Development Director** on the terms of this Agreement and the Employee has accepted that offer. The period of employment will be from **25 January 2023**.

AGREED TERMS

1 Appointment and position

- 1.1 The Employer shall employ the Employee in the position of **Business Development Director** ("Position") reporting to **Mr. Ow Yau Png and Mr. Woon Tien Yuan**, the person nominated by the Employer.
- 1.2 The Employee will be based in Singapore, and will be working at **67 Ayer Rajah Crescent, #01-03/04, Singapore 139950**.
- 1.3 The Agreement and the Employment will commence **Wednesday, 25 January 2023** ("Commencement Date").

2 Employee's duties

- 2.1 The Employee must:
 - (a) meet the Objectives of the Position, as set out in the Objectives which are provided in Appendix 1 attached herein, and varied from time to time by the Employer after consultation with the Employee;
 - (b) work such hours as are reasonably necessary to perform the Duties;
 - (c) use all reasonable efforts to promote the interests of the Employer;





- (d) comply with all policies of the Employer in place from time to time;
- (e) comply with all laws and rules and regulations of external agencies applying to the Employee's position; and
- (f) comply with all lawful and reasonable directions of the Employer

2.2 Objectives of the Position

The objectives of the Position are set out in **Appendix 1**.

2.3 Without limiting the Employee's duties, the Employee must not, during the period whilst in the employ of the Employer:

- (a) act in conflict with the Employer's best interests;
- (b) engage or be involved in any business or employment other than for the Employer except in respect of portfolio investments, family trusts and companies, and charitable and cultural activities or with the prior written approval of the Employer;
- (c) compete with the Employer;
- (d) in performing the Duties, accept any financial or other benefit except from the Employer or a Related Party of the Employer;
- (e) use internet, email or voicemail at the Employer's workplace for excessive personal use or to view or distribute offensive or illegal material; or
- (f) unlawfully discriminate against or sexually harass any other person.

3 Hours of Work

- 3.1 The Employee's usual working hours are from Mondays to Fridays, 9am to 6pm.
- 3.2 The Employee's remuneration includes compensation for all duties and all additional hours required, and the Employee will not receive any additional remuneration in respect of additional hours of work.

4 Remuneration, benefits and review

Total Remuneration

The Employer must pay the Employee a monthly basic salary of **SGD 5,500.00** pro rata, from your commencement date and payable in accordance with the Company's payroll schedule. Upon satisfactory completion of 3 months' probation, the remuneration will be increased to **SGD 6,000.00 per month**, this salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

The Employer will pay the Total Remuneration on a pro rata monthly basis, on the final working day of each calendar month.

5 Expenses

The Employer must pay or reimburse the Employee for the Employee's reasonable travel and out-of-pocket expenses incurred in the performance of the Duties, properly substantiated with receipts





in accordance with the Employer's expense reimbursement policy and practices and with prior written permission obtained from the Employer.

6 Annual leave

- 6.1 The Employee is entitled to **15 working days'** annual leave for each completed year of service. Leave shall not be accumulated save with prior consent of the Employer
- 6.2 The Employee will be awarded with 1 additional day of paid annual leave per additional year of employment, up to a maximum of 21 days per year.
- 6.3 Unclaimed accrued annual leave in the current year shall accumulate to the following year, but shall be forfeit on the 30th of June of the following year.

7 Sick / Childcare leave

- 7.1 The Employee shall be entitled to the mandated number of days of paid sick and childcare leave for each year of service, in accordance with the *Singapore Employment Act*. The Employee is not entitled to receive any payment for accrued sick leave on the termination of the Employment.
- 7.2 On each day that the Employee is absent from work on paid sick/childcare leave the Employee must advise the Employer that the Employee will not be attending for work. Unless impracticable, this advice must be given before the Employee's usual starting time.
- 7.3 Before granting or before continuing paid or unpaid sick/childcare leave, the Employer may:
 - (a) require the Employee to provide to the Employer satisfactory evidence confirming the illness or injury;
 - (b) require the Employee to be examined by a medical practitioner nominated by the Employer in respect of the illness or injury, who will provide a report to the Employer; or
 - (c) both (a) and (b).

8 Compassionate Leave

The Employee is entitled to 3 days of paid compassionate leave for each occasion when the Employee's immediate family or household member contracts an illness or sustains an injury that poses a serious threat to their life, or upon the death of a member of the Employee's immediate family or household.

9 Maternity and Childcare leave

The Employee is entitled to the mandate number of weeks of paid maternity leave on the birth or adoption of a child, subject to the *Singapore Employment Act*.

10 Public Holidays

The Employee is entitled to be absent from work without deduction of pay on such days that are prescribed or declared as public holidays in Singapore.





11 Confidential information

11.1 Definition

“**Confidential Information**” means all information that is confidential to the Employer and its related parties and that is disclosed to the Employee (both before and after the day this Agreement is signed), including, but not limited to, trade secrets, confidential know-how, data, results, drawings, models, processes, the identity and formulation of the Employer and related parties’ compounds and any information in relation to the Disclosing Party's business such as financial accounts, products, services, business plans, customers, product development plans and sales and marketing methods.

11.2 Duty not to Disclose

Without limiting the Employee's duties at law, the Employee must keep Confidential Information confidential.

11.3 Exceptions to Duty not to Disclose

Despite clause 11.2, the Employee may disclose Confidential Information that:

- (a) the Employee is required to disclose in the course of the Employee's duties with the Employer; or
- (b) was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by the Employee); or
- (c) the Employee is required by a court, tribunal or law to disclose.

11.4 Disclosure in the Course of the Employee's Duties

The Employee may only disclose Confidential Information under clause 11.3(a) if:

- (a) the disclosure is solely for the purpose of performing the Employee's duties with the Employer; and
- (b) the disclosure is to persons who:
 - (i) are aware and agree that the Confidential Information must be kept confidential; or
 - (ii) have signed any confidentiality obligation required by the Employer from time to time;and either:
 - (iii) have a need to know (and only to the extent that each has a need to know); or
 - (iv) have been approved by the person or persons nominated by the Employer from time to time.

11.5 Preservation of Confidential Information

The Employee must take whatever measures are reasonably necessary to preserve the Confidential Information, including:

- (a) complying with all security measures established to safeguard Confidential Information from access or unauthorised use;
- (b) keeping Confidential Information under the Employee's control; and
- (c) not removing Confidential Information from, or accessing Confidential Information from outside, the Employer's premises without the prior approval of the Employer.





11.6 Notification of Breach

The Employee must immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

11.7 Confidentiality Agreements

The Employee may be required by the Employer to enter into a confidentiality agreement with any related body corporate of the Employer that is reasonable in the circumstances to protect that entity's confidential information.

12 Assignment of intellectual property rights

12.1 Intellectual Property Rights means all intellectual property rights including without limitation:

- (a) patents, copyrights, registered designs and trademarks and
- (b) any application or right to apply for registration of the rights in clause 12.1(a), and
- (c) trade secrets, know how, confidential information, company business plans including any financial reports or summaries and any and all company experimental methods, reports, results and conclusions.

12.2 The Employee:

- (a) hereby assigns to the Employer all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals, plans, documents and other materials created or generated by the Employee (whether alone or with the Employer, its other employees, agents or contractors) in the course of his or her employment with the Employer, and
- (b) acknowledges that by virtue of this clause, all such existing rights are vested in the Employer and, on their creation, all such future rights will vest in the Employer.

12.3 The Employee must do all things reasonably requested by the Employer to enable the Employer to assume all the rights assigned under clause 12.2.

13 Suspension

13.1 The Employer may, in its reasonable discretion, suspend the Employee from performing the Duties, with pay, if the Employer is required to investigate any serious allegations involving the Employee.

13.2 Where the Employer suspends the Employee under clause 13.1, it shall, as soon as practicable after suspending the Employee, advise the Employee of reasons for the suspension and outline the process to be used to investigate the allegations.

14 Termination

14.1 The Employee's employment may be terminated at any time during the probationary period:

- (a) by the Employee giving to the Employer two (2) weeks' notice; or
- (b) by the Employer giving to the Employee two (2) weeks' notice or, subject to the *Singapore Employment Act*, by paying the Employee an amount equal to the Employee's Total Remuneration in lieu of notice for that period.





- 14.2 The Employee's employment may be terminated at any time after the probationary period:
- (a) by the Employee giving to the Employer two (2) months' notice; or
 - (b) by the Employer giving to the Employee two (2) months' notice or, subject to the *Singapore Employment Act*, by paying the Employee an amount equal to the Employee's Total Remuneration in lieu of notice for that period.
- 14.3 If notice is given to terminate the Employee's employment, then the Employer may:
- (a) elect to make payment to the Employee in lieu of the period of notice, or part of it, in which case the employment of the Employee shall end when the payment is made. The Employer shall pay the Employee the Total Remuneration for the period for which payment is made in lieu of notice;
 - (b) direct the Employee not to perform any duties for part or all of the notice period and require the Employee to remain away from the Employer's premises with consumption of any accrued annual leave.
- 14.4 If the Employee gives inadequate or no notice of termination in breach of clause 14.1 or clause 14.2, then the Employer may (at the time of or within 7 days after termination of the Employee's employment) require the Employee to comply with clause 2.3(a), 2.3(b), 2.3(c) and 2.3(d), until the period of notice provided under clause 14.2(a) or clause 14.2(a) would have expired but for the Employee's breach.
- 14.5 The Employee's employment may be terminated by the Employer at any time without notice if the Employee:
- (a) persistently disobeys a lawful direction of the Employer;
 - (b) is guilty of serious misconduct which includes, without limitation, any conduct of the Employee which destroys or seriously damages the trust which the Employer must have in him;
 - (c) breaches clause 11 (Confidential Information) in relation to a material item of Confidential Information;
 - (d) fails in a material matter or respect to perform the Duties or breaches any material provision of this Agreement and is unable to, or does not, remedy the failure or breach within 5 business days (or such longer period as may be allowed by the Employer in the particular circumstances) of it being brought to the Employee's attention by the Employer;
 - (e) unlawfully discriminates against or sexually harasses any other person;
 - (f) is found guilty by a court of a serious criminal offence; or
 - (g) has accepted employment with the Employer in breach of clause 18.1 (Warranties).
- 14.6 Termination under this clause does not affect any accrued rights or remedies of either party.

15 Redundancy

- 15.1 If the Employee's employment is terminated due to redundancy, then:
- (a) clause 14 will apply; and
 - (b) the Employee is not entitled to any payment from the Employer except for:
 - (i) any remuneration due under clause 4 but unpaid at the date of the termination;





- (ii) any amount required under applicable law to be paid; and
- (iii) any amount required under clause 14.1 or clause 14.2 to be paid.

16 What happens after termination of employment

- 16.1 If the Employee's employment is terminated for any reason, then:
- (a) the Employee must return all the Employer's property (including property leased by the Employer) to the Employer on termination including all written or machine-readable material, Confidential Information, software, computers, mobile phones, credit cards, keys and vehicles;
 - (b) the Employee's obligations under clause 11 (Confidential Information) continue after termination except for information that is part of the Employee's general skill and knowledge; and
- the Employee must not record any Confidential information in any form after termination.
- 16.2 After the Employee's employment ends, the Employer may require the Employee to assist in any threatened or actual legal or other proceedings in which the Employer or a Related Party of the Employer is involved, for which the Employee will be reimbursed all reasonable costs.

17 Restraint on the Employee's conduct

- 17.1 In consideration of all monies paid and benefits provided to the Employee under this Agreement, the Employee agrees that he will not perform, nor induce a person who was an employee of the Employer during the Employee's employment to perform, any work in any capacity either directly or indirectly (including as director, principal, contractor, agent or employee) in competition with the Employer anywhere in the geographical area in clause 17.2 within the period in clause 17.3.
- 17.2 The geographical area for purposes of clause 17.1 is:
- (a) Singapore.
 - (b) People's Republic of China.
- 17.3 The period for purposes of clause 17.1 is:
- (a) Six (6) months after the conclusion of this Agreement, or (if this is held invalid);
- 17.4 The Employee acknowledges that this clause 17 is reasonable in terms of its extent, duration and reason. The Employee also agrees that it goes no further than is necessary to protect the interests and Confidential Information of the Employer. The Employee also agrees that it does not unreasonably restrict the Employee's right to carry on their profession.

18 Warranties

- 18.1 If the Employee accepts employment with the Employer, then the Employee warrants:
- (a) that the Employee has disclosed to the Employer information about any possible restrictions on the Employee from performing the Employee's duties set out in this Agreement;
 - (b) other than what the Employee has disclosed to the Employer, the Employee is not restricted from performing the Employee's duties for the Employer arising from a restrictive covenant or other non-competition obligation owed to anyone, or a restriction





imposed on the Employee concerning the use of any information or the intellectual property rights of anyone; and

- (c) that the credentials and information provided by the Employee to the Employer (or the Employer's agent) touching upon the Employee's qualifications and ability to perform the duties under this Agreement are true and correct, and no information material to the Employer's decision to employ the Employee has been omitted by him.

19 Service of documents

19.1 All notices and documents required to be delivered or served by one party to this Agreement on the other may be delivered or served by delivering or sending them by prepaid post, facsimile, e-mail or prepaid courier as follows:

- (a) to the Employer at:

Address: 67 Ayer Rajah Crescent #01-03/04 Singapore 139950
Email: yaupng@hoowfoods.com / tienyuan@hoowfoods.com

- (b) to the Employee at:

Address: Apt Blk 799 Yishun Ring Road #04-3420 Singapore 760799
Email: baymingyih@gmail.com

20 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

21 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of their right at any later time to insist on performance of that or any other provision of this Agreement.

22 Governing law

This Agreement is governed by the law applicable in Singapore and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore.

23 Agreement is confidential

This Agreement including any amendments are confidential and may not be disclosed by the Employee to any other person, other than for the purpose of obtaining professional legal or accounting advice, without the prior approval of the Employer.





Hoow Foods Pte. Ltd.

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24 Entire agreement

24.1 This Agreement (including its schedules):

- (a) constitutes the entire agreement between the Employer and Employee as to its subject matter; and
- (b) supersedes any contract, agreement, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by the Employer or Employee (or an agent of one of them) prior to entering into this Agreement.

25 Release from prior arrangements

The Employer and the Employee each releases the other from all claims and demands touching upon any contract, agreement, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by one of them (or an agent of one of them) prior to entering into this Agreement.

EXECUTED AS AN AGREEMENT

Executed on behalf of Hoow Foods Pte Ltd on)
25 January 2023:)
)

Mr. Ow Yau Png

CEO

SIGNED by Bay Ming Yih Xavier on)
25 January 2023:)
)





APPENDIX 1

Business Development Director

Job description / Key Responsibilities:

1. To re-assess, formulate and drive Hoow Foods' new and existing business strategies together with the management team.
2. To lead and work with the existing team at Hoow Foods' group of companies (eg. Hegg Foods Pte Ltd, Nanyang Beverage Pte Ltd) to achieve revenue and sales growth targets through existing intellectual property and assets.
3. To assist YP and TY on the day-to-day management of various aspects of the business within the Hoow Foods' group of companies.
4. Strategies and develop business strategies for based on Hoow Foods's pipeline products
5. Plan and execute commercialisation roadmaps for Hoow Foods's pipeline of product and research projects
6. Lead and develop internal processes to efficiently bring Hoow Foods's research pipeline to commercial readiness
7. Assist and oversee the company's management in day-to-day operational responsibilities
8. Being in a high-growth startup, you will cultivate entrepreneurial traits and hopefully, mentor and inspire younger, aspiring entrepreneurs

