



Enable Effective
and Affordable Healthcare
Solutions for All
创新智造引领生命科技

MGI Tech Singapore Pte. Ltd.

(Company Registration No. 202023090H)

21 Biopolis Road, #03-01 Nucleos North Tower, Singapore 138567

Date: 20 Jun 2022

Name of Employee: Tan Fang Min (S9019317A)

Address: 7 Jalan Kelulut, S809026

Dear Tan Fang Min,

We, **MGI Tech Singapore Pte. Ltd.** (the “**Company**”), are pleased to offer you the following employment with our Company with the terms and conditions as detailed: -

POSITION : **Sales Manager**

BASIC SALARY : **S\$8,900.00 per month**

COMMENCEMENT DATE : **20 Jun 2022** (or such later date on which Clause 2 is satisfied)

The terms of your employment are collectively set out in:

- (a) the prevailing employment policies of the Company contained in the MGI group’ s (“**Group**”) staff handbook as amended and/or supplemented from time to time;
- (b) this employment letter (the “**Letter**”); and
- (c) the Key Employment Terms (“**KETs**”) as annexed hereto (“**Annex A**”);

1. WORKING DAYS AND HOURS

Your working days and hours will be as follows:

Mondays to Fridays : 9.00am to 6.00pm (inclusive of a lunch break of one (1) hour)
Saturdays : *If applicable*

However, you are expected to put in effort and work over and above the normal hours as and when required to meet the exigencies of the Company’ s operations. The Company reserves the right to revise, amend or extend the working hours should the need arise and will notify you

accordingly.

Your normal place of work is at the premises of the Company which shall refer to the registered office of the Company unless we inform you otherwise. You may from time to time be required to work at such other premises as we may reasonably require.

2. CONDITIONS OF EMPLOYMENT

This offer of employment and your continued employment is subject to:

- (a) (where applicable) your valid right to live and/or work in Singapore, including but not limited to, where applicable, your obtaining of a valid employment pass or work permit from the Ministry of Manpower, Singapore, and complying with any other applicable laws (including, without limitation, the Employment Act (Cap. 91 of Singapore) (the “**Employment Act**”), the Employment of Foreign Manpower Act (Cap. 91A of Singapore) and the Child Development Co- Savings Act (Cap. 38A of Singapore) (the “**CDCSA**”)); and
- (b) your clearance of all necessary medical, background and police checks to the reasonable satisfaction of the Company.

3. PROBATION

You are required to serve a probationary period of *Three (3) months*. During this probationary period, your performance and suitability for continued employment will be monitored. The Company reserves, in its absolute discretion, the right to extend the probationary period for a further of *Three (3) months*. During this probationary period, either party reserves the right to terminate your employment by giving *two (2) weeks’* notice or pay in lieu of such notice.

On confirmation, you will be classified as a permanent staff of the Company.

4. SALARY

Your monthly salary will be credited into your designated bank account not later than seven (7) days after the last day of the end of every calendar month. Any additional payments for overtime work (if applicable) will be credited into your designated bank account not later than

fourteen (14) days after the last day of the end of the calendar month, during which the overtime work was performed.

Your salary will be reviewed from time to time and may be increased at the Company's absolute discretion without affecting the other terms of your employment. We have no obligation to award an increase.

We may pay to you in respect of each calendar year an annual incentive bonus or any other form of bonus as may be determined by us in our absolute discretion. These incentive or bonus payments are discretionary, and for the avoidance of doubt we have no obligation to award any incentive or bonus payments.

4A. ALLOWANCES

Phone/Communication/Wifi Allowance : S\$100 per month

4B. COMMISSION

This position is entitled to be paid with commission based on target achieved refer to the supplemental agreement of " MGI APAC Sales Goal and Commission Plan" which will be signed separately after commencement of the employment.

5. DUTIES

Your job title or designation is as described above and your duties are as set out in the job description annexed hereto as part of the KETs in **Annex A** and in this Clause 5.

Your duties may be subject to changes and the Company will inform you accordingly.

Subject to such instructions and directions as may from time to time be given to you by the Company, you shall use all proper and legitimate means in your power to advise, promote, improve, develop, extend and maintain the Company's business and to protect and further the reputation, business, interests and success of the Company.

During your employment with us, you shall:

- (a) undertake such duties and exercise such powers in relation to the Company and its business as the Company may from time to time assign or vest in you;

- (b) in the discharge of such duties and in the exercise of such powers, observe and comply with all resolutions, regulations and directions from time to time made or given by the Company;
- (c) unless prevented by ill health or accident, devote substantially the whole of your time, attention and ability to the discharge of your duties hereunder;
- (d) in pursuance of your duties hereunder perform such services for the Company and, without further remuneration, accept such offices in the Group as the Company may from time to time reasonably require; and
- (e) not without the prior written consent of the Company during the period of your employment, engage, or be interested either directly or indirectly in any capacity in any trade or business or occupation whatsoever which is in conflict with the interests of the Group.

6. ANNUAL LEAVE

You will be entitled to annual leave if you have been employed by the Company for at least three (3) months. The annual leave for each calendar year of service is *fourteen (14) working days*, and pro-rated for any part thereof. Such leave shall be taken at such time as the Company shall consider convenient having regard to the requirements of the Company's business.

Unless agreed otherwise, you are entitled to carry forward any unutilised annual leave up to a maximum of *twelve (12) months* after the end of the calendar year of continuous service in respect of which annual leave was granted. At the end of the abovementioned twelve (12) months period, any annual leave which has been carried forward pursuant to this Clause and remain unutilised shall be automatically forfeited.

You shall be entitled to such other statutory benefits or entitlements as to leave etc. as prescribed by applicable laws.

7. MEDICAL LEAVE / MEDICAL SUBSIDY

The number of days of paid sick leave you are entitled to depends on your service period:

<u>No of months of Service completed Sick Leave</u>	<u>Paid Outpatient Leave</u>	<u>Paid Hospitalization</u>
3 months	5	15
4 months	8	30
5 months	11	45
6 months and more	14	60

The total number of days of outpatient and hospitalisation leave that you can take is capped at the total number of days of hospitalisation sick leave which you are entitled to.

You are entitled to paid sick leave (including dental sick leave), if you meet the following qualifying conditions:

- (a) You have been employed by the Company for at least three (3) months;
- (b) You informed or attempted to inform the Company of your absence within forty-eight (48) hours;
- (c) The sick leave is certified by the Company's doctor or by a government doctor (including doctors from approved public medical institutions) when the Company's doctor is not readily available. If the Company does not have any appointed doctors, the sick leave must be certified by a government doctor (including any doctor from approved public medical institutions).

Subject to the above conditions and provided that the doctor consulted is from a clinic/hospital which falls under the under the list of public medical institutions, the Company shall compensate you for the medical/dental consultation fees incurred.

Your entitlement to paid medical leave and medical consultation reimbursement shall be no less than the minimum requirements stipulated in the Employment Act (if applicable), and in the event that it is lesser, the minimum entitlement prescribed by the Employment Act (if

applicable) shall be your entitlement in place of the entitlements stated above.

8. NON-COMPETITION

Unless otherwise waived by the Company in writing, you hereby agree and undertake to with the Company that you will not during your employment and within a period of *twenty-four (24) months* upon your cessation of employment, directly or indirectly, except with the prior written consent of the Company, in any or all territories where the Group operates (which shall include the geographical area of Singapore):

- (a) either on your own account or for any other person, directly or indirectly, solicit, interfere with or endeavour to entice away from the Group any person who to your knowledge is now or has been a supplier, client, customer, employee of, or in the habit of dealing with the Group;
- (b) either on your own account or for any other person, directly or indirectly, solicit, interfere with or endeavour to entice away from the Group any person who to your knowledge is now or has been an officer, manager or employee of the Group whether or not such person would commit a breach of his contract of employment by reason of leaving such employment; and/or
- (c) either alone or jointly with or on behalf of any other person, directly or indirectly, carry on or be engaged or concerned or interested in any business which is or may be in direct competition with the business carried on by the Group at the date hereof or as at the time of cessation of the your employment (as the case may be) (the **“Relevant Business”**), whether as shareholder, director, manager, employee, partner, agent or otherwise (other than as a holder of not more than *five percent (5%)* of the total issued shares or debentures of any company listed on any stock exchange).

Each and every obligation under this Clause 8 shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, such part or parts as is/are unenforceable shall be deleted from this Clause 8 and any such deletion shall not affect the enforceability of all other parts of this Clause 8 as remain not so deleted.

While the restrictions contained in this Clause 8 are considered by the

parties hereto to be reasonable in all the circumstances, it is recognised that restrictions of the nature in question may fail for reasons unforeseen and accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void by a court or a tribunal of competent jurisdiction as going beyond what is reasonable in all the circumstances for the protection of the interests of the Group but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or areas dealt with thereby reduced in scope the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

Since you may also obtain in the course of your employment knowledge of trade secrets or other Confidential Information of the Group, you hereby agree that you shall at the demand and cost of the Company enter into a direct agreement or undertaking with the particular entity in the Group whereby you shall accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate) in relation to such business and such area and for such period as such entity in the Group may require for the protection of its legitimate interests.

9. CONFIDENTIALITY

You shall not (except in the proper course of your duties, as authorised or required by applicable laws or as authorised in writing by the Company), either during your employment or at any time after termination of this Letter (howsoever arising), use any Confidential Information (as defined below) or disclose any Confidential Information to any person, company or other organisation whatsoever. Without prejudice to the generality of the foregoing, you agree to:

- (a) keep secret and not reveal to any person, company or other organisation any of the trade secrets, secret or confidential operations, processes (including technological know-how and the working of any process, technology, invention or methods) carried on or used by the Group, or dealings or Confidential Information of the Group (including in particular lists or details of customers and suppliers of the Group) or any information concerning the organisation, business, finances, transactions or affairs of the Group which may come to your knowledge during your employment with the Company; and
- (b) shall not use or attempt to use any Confidential Information in any manner which may (i) injure or cause loss, either directly or

indirectly, to the Group or its business; and/or (ii) benefit, either directly or indirectly, yourself or any third party.

You shall not make, otherwise than for the benefit of the Group, any document, note or memoranda (whether in print, in electronic form or otherwise) relating to any matter within the scope of the business of the Group or concerning any Confidential Information of the Group or any of its dealings or affairs. Furthermore, you shall not, during the continuance of your employment with the Company or subsequently, use or permit to be used any such document, note or memoranda otherwise than for the benefit of the Group, it being the intention of the parties hereto that any such document, note or memoranda made by you shall be the property of the Group. Upon the cessation of your employment, you shall return any such document, note or memoranda or provide evidence of its destruction to the satisfaction of the Company.

You hereby agree that the restrictions provided in this Clause 9 shall continue to apply after the termination of this Letter without limit in point of time but shall cease to apply to information or knowledge which comes into the public domain which are not attributable to a breach of the obligations of you under this Letter or other applicable laws.

You hereby further acknowledge that monetary damages may not be a sufficient remedy for the Company in the event of any breach of this Letter and you hereby agree that the Company shall be entitled to seek equitable relief, including injunction and specific performance, for any threatened or actual breach of this Letter. The Company shall also have the right to claim against you for any actual and direct economic loss suffered by the Group, whether directly or indirectly, by reason of any breach of this Letter. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity

For the purposes of this Letter, “**Confidential Information**” refers to information in whatever form relating to the business, clients, customers, products, affairs and finances of the Group for the time being confidential to the Group and trade secrets including, without limitation, technical data and know-how relating to the business of the Group or any of its suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information is marked confidential.

9A. DISCOVERY; INVENTIONS

Any discovery or invention or secret process of improvement in procedure made or discovered (including without limitation any intellectual property rights and trademarks)

(the “**Invention**”) by you (whether alone or with any other person) during your employment with full details thereof (including without limitation source codes, drawings and models of such Invention), in connection with or in any way affecting or relating to the business of the Group or capable of being used or adapted for use therein or in connection therewith, shall forthwith be promptly disclosed to the Company and shall belong to and be the absolute property of the Company or such nominee nominated by the Company.

You agree that you shall (whether during or after the termination of your employment) on demand by and at the expense of the Company:

- (a) apply or join in applying for patents or other similar protection in Singapore or any other part of the world for the protection of all intellectual property rights in such Invention (including all materials, reports, tests, data, analysis, diagrams, specifications, contracts, documents and drafts of the same associated with the Invention); and
- (b) do all things necessary for vesting the said patents or other similar protections when obtained and all right and title to and interest in the same in the Company absolutely and as sole legal and beneficial owner. For the avoidance of doubt, the Company shall have the sole and absolute discretion regarding the patenting or exploitation of any Invention.

10. OTHER COVENANTS AND OBLIGATIONS

You shall refrain from any act or omission adverse to the Group’s interests, including but not limited to, any act or omission which could harm the Group’s existing or potential relationship with any existing or potential, client, customer, supplier, employee, contractor or other third party, or infringe the intellectual property rights of any third party.

You hereby represent to the Company that as at the date of this Letter, you are not bound by any contractual obligation of confidentiality owed to any third party, save for those (if any) which have been disclosed to the Company.

You must comply with all applicable laws, including where applicable being responsible for paying your personal income tax (which you acknowledge is your personal responsibility).

You shall not work for anyone else while you are employed by the Company.

11. TERMINATIONS AND NOTICE

Upon confirmation of your employment, either party may terminate your employment by giving *two (2) months’* notice or pay in lieu of such

notice. For the avoidance of doubt, the Company is not required to pay you any form of retrenchment benefit and/or compensation upon the termination of your employment.

Upon termination of your employment, you shall return to the Company all documents, records, items and materials in your possession or custody belonging to the Company or its clients and you shall not retain any copies (including electronic or soft copies) thereof.

During your notice period, you shall handover all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities.

The Company is entitled to terminate your employment if you have committed a breach of any of the terms of employment, failed to faithfully and diligently perform your duties in the best interests of the Company, are guilty of any conduct tending to bring the Company into disrepute, carry on a private trade/business in competition or a similar trade with the Company, divulge either directly to any person any knowledge or information concerning the affairs or properties of the Company, or if Clause 2 is no longer satisfied.

12. MISCONDUCT

Without prejudice to Clause 11, if you are found guilty of misconduct by failing to fulfil the expressed or implied conditions of your employment, the Company may:

- (a) terminate your employment without notice;
- (b) instantly downgrade your post/position (with no pay reduction); or
- (c) instantly suspend you from work without payment of salary for a period not exceeding one (1) week.

Examples of misconduct include theft or dishonesty, disorderly or immoral conduct of work, and willful insubordination.

13. WORK INJURY COMPENSATION/INSURANCE

You will be covered by the necessary insurance required under the Work Injury Compensation Act. Based on the Company's discretion, additional insurance coverage may be provided and the Company will inform the relevant employees accordingly.

14. INCOME TAX

You shall be fully liable for any income tax payable in respect of your emoluments.

15. CENTRAL PROVIDENT FUND (“CPF”) CONTRIBUTIONS

You shall be entitled to CPF contributions as an employee, if you are a citizen of Singapore or hold permanent residency status in Singapore, subject to and in accordance with the prevailing rules and regulations of the CPF Board.

16. PERSONAL DATA PROTECTION ACT 2012

You hereby consent to us using, disclosing and/or processing personal data relating to you for legal, personal, administrative and management purposes, including monitoring and recording any use that you may make of our electronic communications systems (such as emails) for the purpose of ensuring that our policies are being complied with and for legitimate business purposes. We may make available your personal data to any of our Group entities, those who provide products or services to us (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of any of our Group entities or the business in which you work for. You hereby consent to the disclosure, processing and/or transfer of your personal data to any of our Group entities or business contacts outside Singapore in order to further our Group’s business interests in accordance with the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) (“PDPA”). You are required to comply with the PDPA when handling personal data in the course of your employment including personal data relating to any employee, customer, client, supplier or agent of our Group.

17. GENERAL

Entire Agreement. This Letter sets out the entire understanding between you and the Company and supersedes and replaces in its entirety any previous agreement or arrangement in relation to your employment with us (except that this does not affect or interrupt the term of your prior employment with us, if any).

Illegality. If any provision of this Letter is held to be illegal, invalid or unenforceable in whole or in part, the affected provision shall be modified (to the extent that it is capable of such

modification), but if not, such provision held to be illegal, invalid or unenforceable shall not affect the legality, validity and enforceability of this Letter as to its other provisions and the remainder of the affected provision.

Language. This Letter is drawn up in the English language. A Chinese language version may be prepared for reference only, and the English language version shall always prevail if there is any ambiguity, inconsistency or conflict between the two versions.

Third Party Rights. Nothing in this Letter is intended to grant to any third party any right to enforce any term of this Letter or to confer on any third party any benefits under this Letter for the purposes of the Contract (Rights of Third Parties) Act (Cap. 53B of Singapore), but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

Mediation. If a dispute arises out of or in connection with this Letter, you and the Company agree to first enter into mediation in good faith to settle the dispute.

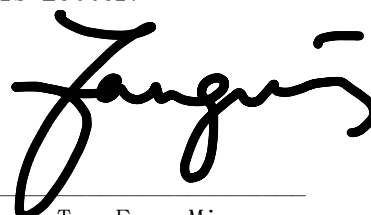
Governing Law and Jurisdiction. This Letter shall be governed by, and construed in accordance with, the laws of Singapore. You and the Company hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore in all matters arising in connection with this Letter.

Please confirm your acceptance of the above-mentioned employment with its terms and conditions by signing and returning a duplicate of this Letter with seven (7) days from the date of this Letter.

Thank you.

Yours sincerely,

I, hereby confirm and accept the terms of employment as stated in this Letter.



Name:

Designation:

For and on behalf of the Company

Name: Tan Fang Min

NRIC/Passport No.: S9019317A

ANNEX A

We are required to issue Key Employment Terms (KETs) in writing to employees covered under the Employment Act who:

- (1) enter into a contract of service with us on or after 1 April 2016; and
- (2) are employed for 14 days or more.

A copy of the KETs applicable to you is annexed as part of this Annex A, in the form recommended by the Ministry of Manpower.

[This space is deliberately left blank]

Key Employment Terms

All fields are mandatory, unless they are not applicable

Issued on:

All information accurate as of issuance date

Section A Details of Employment			
Company Name		Job Title, Main Duties and Responsibilities	
Employee Name		☐ Full-Time Employment ☐ Part-Time Employment	
Employee NRIC/FIN		Duration of Employment	
Employment Start Date		Place of Work	
Section B Working Hours and Rest Days			
Details of Working Hours		Number of Working Days Per Week	
		Rest Day Per Week	
Section C Salary			
Salary Period		Date(s) of Salary Payment	
☐ Hourly ☐ Daily ☐ Weekly ☐ Fortnightly ☐ Monthly		Date(s) of Overtime Payment	
Overtime Payment Period		Basic Salary	
☐ Hourly ☐ Daily ☐ Weekly ☐ Fortnightly ☐ Monthly		Overtime Rate of Pay	
Fixed Allowances Per Salary Period		Fixed Deductions Per Salary Period	
Item	Allowance (\$)	Item	Deduction (\$)
Total Fixed Allowances		Total Fixed Deductions	
Other Salary-Related Components		☐ CPF Contributions Payable	

Section D Leave and Medical Benefits	
Types of Leave ☐ Paid Annual Leave Per Year: _____ (days/hrs) ☐ Paid Outpatient Sick Leave Per Year: _____ (days/hrs) ☐ Paid Hospitalisation Leave Per Year: _____ (days/hrs) (Note that paid hospitalisation per year is inclusive of paid outpatient sick leave. Leave entitlement for part-time employees may be pro-rated based on hours.)	Other Types of Leave ☐ Paid Medical Examination Fee Other Medical Benefits
Section E Others	
Length of Probation: _____ Probation Start Date: _____ Probation End Date: _____	Notice Period for Termination of Employment

* Please refer to www.mom.gov.sg for more details on employment laws, leave benefits and soft copy of the KETs template.