



JTC Corporation
The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

Hotline 1800 568 7000
Main Line (65) 6560 0056
Facsimile (65) 6565 5301

Our Ref: TBC
Allocation No: TBC
Case ID: TBC

24 January 2024

MEATIPLY PTE. LTD.

Attention: Chua Yan Jiang Benjamin
Kumaresan Thanabal

Offered Tenancy Period:

01 April 2024 to 31 March 2027

Action Required By:

31 January 2024

Dear Sirs

OFFER FOR TENANCY OF JTC PREMISES AT BLK 67 AYER RAJAH CRESCENT #07-21/22/23/24/25/26 SINGAPORE 139950 ("PREMISES")

1. Thank you for your interest in renting the Premises. This letter, together with the Attachment, comprises our offer to rent the Premises to you ("Offer") for the period from **01 April 2024** to **31 March 2027** ("Term").
2. The terms of your Tenancy are in the Attachment.
3. To accept our Offer, please do the following by **31 January 2024**, or such other date as may be extended by us in writing:

	Action Required for Acceptance
(a)	Complete and sign using Singpass, the Letter of Acceptance which is available in the link emailed to you.
(b)	Make full payment of the required sums (see payment breakdown and method in the <u>Attachment (Part 1)</u>).
(c)	Indicate your GIRO arrangement in the Letter of Acceptance

4. There will be no Tenancy between us if we do not receive by **31 January 2024**, or such other date as may be extended by us in writing -
 - (a) your Letter of Acceptance signed through our secure electronic signature platform; and



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(b) full payment.

In such event, all payments (except for the application deposit, which will be forfeited) will be refunded to you (without interest).

5. Please login to JTC's Customer Service Portal with Singpass to access your future monthly e-statements.
6. If you have any queries, you may contact Ms. Priscilla Lau at 6883 3069 or Priscilla_LAU@jtc.gov.sg

Yours faithfully

Digitally Signed with singpass
PRISCILLA LAU SHI MIN
24 Jan 2024 09:42:09 AM SGT

(Signed)
Priscilla Lau
Manager
Start-Up Department
Infocomm Media and Start-Up Cluster

Attachment: Part 1: Details
 Part 2: Key Terms
 Part 3: Special Terms
 Part 4: Standard Terms

Enclosed: *SES Format of Letter of Acceptance – Acceptance is on JTC's secured electronic signing platform

Letter of Acceptance

Date : 28/01/2024

Jurong Town Corporation
Start-Up Department
Infocomm and Start-Up Cluster

The JTC Summit
8 Jurong Town Hall Road
Singapore 609434
Jurong Town Corporation

Attention: Ms. Priscilla Lau

Dear Sirs,

ACCEPTANCE OF OFFER FOR TENANCY OF JTC PREMISES AT BLK 67 AYER RAJAH CRESCENT #07-21/22/23/24/25/26 SINGAPORE 139950 ("PREMISES")

1. We refer to your letter of offer dated 24 January 2024 ("Letter"), together with the Attachment, (collectively, the "Offer") for the tenancy of the Premises and hereby confirm our acceptance of all the terms and conditions of the Offer.
2. We understand and agree that we will only be able to access, print and download our monthly e-statements through JTC's Customer Service Portal. We will refer to your Customer Service Portal guidelines available at <http://www.jtc.gov.sg> for more information.
3. As required (select only one checkbox, whichever is applicable) –
 - ☒ we will forward our duly completed GIRO authorization form to you before we collect the keys to the Premises.
 - ☐ we have applied to our bank to effect GIRO deduction for subsequent payments under the Tenancy (defined in the Offer).
 - ☒ we confirm that all payments under the Tenancy are to be paid by GIRO from our existing GIRO account with you.
4. We confirm that we have made full payment of the required sums set out in *Attachment (Part 1)* of the Offer.
5. There is a binding Tenancy between us upon our due acceptance of the Offer in accordance with the Letter.

Yours faithfully

For and on behalf of:	Meatiply Pte. Ltd.
Sign via Singpass by authorized signatory:	Chua Yan Jiang Benjamin  Digitally Signed with singpass CHUA YAN JIANG, BENJAMIN 28 Jan 2024 01:35:08 AM SGT
Designation:	Co-founder / Chief Operating Officer



Meatiply Pte. Ltd. (UEN: 202113388M)
67 Ayer Rajah Crescent
#07-25
Singapore 139950
info@meatiply.com

21 March 2025

Joselyn Tan Li Jing
Blk 421 Bedok North Road
#14-583
Singapore 460421

Dear Ms Tan,

OFFER OF RESEARCH SPECIALIST II APPOINTMENT IN MEATIPLY PTE. LTD.

On behalf of Meatiply Pte. Ltd. ("Meatiply" or the "Company", and together with its subsidiaries, the "Group" and each, a "Group Company"), it is my pleasure to offer you, Joselyn Tan Li Jing, (SXXXX270I) ("you" or the "Employee"), an appointment as a RESEARCH SPECIALIST II in the Cell Line and Media Development Department (each, a "Party" and collectively, the "Parties").

The appointment is effective from 1 April 2025 and is tenable for 12 months.

You will be paid an annual base salary of S\$61,980.00, paid in equal instalments over 12 months (S\$ 5,165.00 per month) ("Basic Salary"). Other benefits applicable to you under this appointment and the other terms of your appointment are specified in Annex A (together with this letter, the "Agreement").

I hope you will accept this offer. Please confirm your acceptance of this offer by signing the Acceptance Letter annexed hereto, and returning a copy of the same to us within one (1) week from the date of this letter. Otherwise, this offer shall be deemed to have lapsed. Meanwhile you may contact me via email at ben@meatiply.com for any enquiries regarding the terms of your employment.

Yours Sincerely,

Benjamin Chua
Chief Operations Officer & Co-Founder
MEATIPLY PTE. LTD.

enclosures

Joselyn Tan Li Jing

TERMS OF APPOINTMENT (ANNEX A)

1. WORKING HOURS AND PLACE OF WORK

- 1.1. Official working hours are from 0900 h to 1800 h from Mondays to Fridays except for statutory Public Holidays observed in Singapore. You may take a lunch break of up to 1 hour.
- 1.2. From time to time, the duties of the appointment may require you to work beyond the official working hours. You shall discharge and complete such duties reasonably expected of you before going off duty. Where exigencies of work require, you are also expected to work beyond official working hours to the extent reasonably necessary to carry out your responsibilities and duties properly and effectively.
- 1.3. Your principal place of work shall be at the Company's premises or such other location(s) as the Company may require from time to time.

2. ABSENCE FROM WORK

- 2.1. In the event that you unable to report for work, you must inform your reporting manager as soon as practicable on the first day where you become aware that you will not be able to turn up, or, in a reasonably timely fashion. You shall keep the Company informed regarding the likely date or time of your return.
- 2.2. If you are instructed to obtain supporting documents to justify your absence, you are to retain a copy of them for a period of up to one (1) year.

3. SALARY

- 3.1. Your Basic Salary will be paid monthly in arrears on any day as the Company may stipulate from time to time. Basic Salary will be paid on a daily pro-rated basis for any incomplete month of service.
- 3.2. Any adjustments to Basic Salary or payment of allowances/bonuses during service or other payments are discretionary and will be based on your performance which will be evaluated annually. Any allowance or other payments will not be included in the computation of salary-based benefits such as bonuses.
- 3.3. Payroll is processed during the first week of each month. If the payment date falls on a Saturday, Sunday, or Public Holiday, you will be paid on the preceding Business Day.
- 3.4. Variable Wage Components and Bonuses

- 3.4.1. Subject to Company's financial performance, you are eligible for an annual wage supplement (AWS) of not more than one month's salary. AWS will be paid on a weekly pro-rated basis for any incomplete year of service, on the basis of actual weeks elapsed on a year of 52 weeks. AWS is typically computed and disbursed after the end of the calendar year.
- 3.4.2. Performance bonuses may be eligible to you, subject to prevailing company's policies on performance bonuses.
- 3.4.3. Without prejudice to Section 3.2, variable wage components and bonuses under this Section 3.4 are discretionary, and subject to individual performance, the Company's financial condition, prevailing policies of the Company as may be revised from time to time.

4. DUTIES AND RESPONSIBILITIES

- 4.1. You shall perform such duties as would reasonably be expected to be handled by someone with your designation, including but not limited to:
 - 4.1.1. Conduct guided research and development within the field of specialization, upholding scientific rigor; and
 - 4.1.2. Design and plan experiments, or data collection methods to address specific research questions or hypotheses; and
 - 4.1.3. Analyze and interpret research data, using statistical and computational tools as needed, present data and conclusions to your team and supervisors; and
 - 4.1.4. Mentor and supervise junior staff, graduate students, and interns, providing guidance and training in research methods; and
 - 4.1.5. Ensure compliance with intellectual property policies, and prepare relevant information required for patent applications, regulatory applications, and commercialisation processes; and
 - 4.1.6. Adhere to ethical guidelines in research, including proper data management and maintaining research integrity; and
 - 4.1.7. such other duties as lawfully assigned to you by the management of the Company ("Management") from time to time.
- 4.2. You shall at all times during your employment:

- 4.2.1. devote the whole of your working time, attention and abilities to the duties assigned to you, faithfully and diligently perform those duties and exercise such powers consistent with them which are from time to time assigned to or vested in you, and obey all reasonable and lawful directions from time to time given by the Management;
 - 4.2.2. use your best endeavours to promote and protect the interests and reputation of the Group, and not at any time make, or attempt to make, improper use of information you have acquired by virtue of your position within the Company to (a) gain any advantage for yourself or for any other person, whether directly or indirectly; or (b) injure or cause loss, either directly or indirectly, to the Group and/ or its business;
 - 4.2.3. not enter into any arrangement on behalf of any Group Company which is outside its normal course of business or your normal duties or which contains unusual or onerous terms;
 - 4.2.4. comply with all applicable laws and rules, policies and regulations issued by the Group from time to time and all requirements, recommendations, rules and regulations (as amended from time to time) of all regulatory authorities relevant to the Group, including all relevant environmental, social and governance, anti-money laundering, bribery, corruption and combating financing of terrorism laws and regulations, and promptly report to the Company any information that comes into your possession which adversely affects or may adversely affect the Group including without limitation any wrongdoing (including acts of misconduct, dishonesty, breaches of contract, fiduciary duty, statutory duty, company rules or the rules of the relevant regulatory bodies) whether committed, contemplated or discussed by any member of staff of the Company of which you are aware irrespective of whether this may involve some degree of self-incrimination;
 - 4.2.5. inform the Company within a reasonable time if you are or are expected to be charged and/ or convicted of any criminal offence (excluding any traffic offence where only a fine is payable); and
 - 4.2.6. keep the Management informed (in writing if so requested) of the business or affairs of the Group.
- 4.3. Notwithstanding any other provision to the contrary and subject to the Company's rules and regulations governing employees undertaking consultation/ work for third parties, you may undertake other professional activities, provided that undertaking such other activities will not result in a conflict of interest and you do not neglect or refuse, without reasonable cause, to attend to the business of the Company to which you are assigned duties, where such act or omission would materially and adversely affect the Company's business.
- 4.4. Without prejudice to anything set out herein, you shall declare all actual and potential conflicts of interest and all direct and deemed interests (whether financial or otherwise) which to your

knowledge you have in any entity which is or which may from time to time be: (a) doing business with any Group Company; or (b) in direct or indirect competition with any Group Company.

5. BENEFITS

5.1. All benefits applicable to you under this Agreement are subject to the terms and conditions of the relevant Company schemes under which they are granted to you and, where applicable, to the terms and conditions set out below and may be revised, suspended or terminated from time to time at the discretion of the Management, acting reasonably. Such benefits shall be terminated automatically upon the expiry or earlier termination of this Agreement.

5.2. The benefits applicable to you under this Agreement are listed below:

5.2.1. Annual Leave Benefit Scheme

- (a) Annual leave of 18 working days in a calendar year, pro-rated to the number of days actually served, on the basis of actual days elapsed on a year of 365 days. Annual leave can be carried forward to the following year for a maximum validity of one (1) additional year.
- (b) Employees under probation are not entitled to utilize their Annual Leave during the probation period.
- (c) Employees are to clear their annual leave before the last day of their employment. Employees who give notice of termination of their employment and who are unable to utilize their accrued but unused annual leave during the Notice Period due to exigencies of service may at the Company's sole discretion be paid their Basic Salary in lieu of leave. Notwithstanding the foregoing, in the event that the Company has given notice of termination of your employment and subject to applicable law, the Company may at its discretion suspend utilization of any accrued but unused annual leave. Save as expressly agreed between both Parties, there shall be no entitlement to payment in lieu of accrued but unused annual leave.
- (d) Annual leave may be split into half-days. The working hours where AM leave is taken are from 1330 h to 1800 h, while the working hours where PM leave is taken are from 0900 h to 1330 h.

5.2.2. Paid Medical and Hospitalization Leave

If you are ill and unable to attend work due to medical reasons, you must notify the Company as soon as practicable. Employees are entitled to paid medical leave not exceeding an aggregate of 14 working days in a calendar year. Employees are also entitled up paid hospitalization leave of up to an aggregate of 60 working days in a calendar year (including the 14 working days of medical (non-hospitalization) leave). The entitlement to paid medical leave is subject to production of a medical certificate issued

by a medical practitioner who shall, if required by the Company, be appointed or approved by the Company. You shall keep the Company informed regarding the likely date of your return.

5.2.3. Other Leave

You shall be eligible for leave in accordance with the laws of Singapore, including (where applicable) maternity leave, paternity leave, shared parental leave and unpaid infant care leave. You shall also be entitled to the following:

Birthday leave	1 working day	To be taken where exigencies of service allow, and within the period of 14 calendar days before or 14 calendar days after the date of your birthday.
Compassionate leave	Up to 5 consecutive calendar days	Applies in the event of death of immediate family member (i.e. spouse, child, parent, brother or sister, grandparent, parent-in-law, son/daughter in-law).
Parent care leave	Up to 3 working days per calendar year	Applies to parents and parent-in-laws.
Marriage leave	Up to 3 consecutive calendar days	Applies to first marriage to be taken within one (1) year of solemnisation of marriage. Supporting documents are required.
Childcare leave	Subject to applicable law, up to 6 working days per child per calendar year	Applies to children below 7 years old. Medical certificates may be required.

You may be asked to provide evidence to support your absence(s) under this Section 5.2.3.

5.2.4. CPF Contributions

The Company shall make Central Provident Fund (“CPF”) contributions for you at the relevant prevailing rate in accordance with the Central Provident Fund Act if you are a Singapore Citizen or Singapore Permanent Resident.

5.2.5. Other benefits

- (a) The Company shall promptly reimburse out-of-pocket expenses incurred by you in or pursuant to, and only to the extent that such expenses are incurred by you in or pursuant to, the discharge of your duties on behalf of the Group, on presentation of written evidence of payment.
- (b) As the Company’s employee you will be eligible for medical, dental and insurance benefits subject to the Group’s relevant policies and procedures and the terms and eligibility criteria of the applicable benefit plans in force from time to time.

- (c) The Company shall issue to you a laptop and/ or mobile device for the purpose of your discharging of the duties under this Agreement.

5.2.6. Income tax

You shall be responsible for the payment of your income tax on your Basic Salary and all other payments (including but not limited to any cash allowances or benefits) received or deemed received by you from any Group Company. The Company may deduct or withhold from your Basic Salary and/ or any other sums owed to you, any money owed to the Company by you or any sum as the Company may be authorised to deduct or withhold under the laws of Singapore.

6. CONFIDENTIALITY

- 6.1. "Confidential Information" means (a) all information (whether recorded or not and in whatever form of media) which is proprietary or confidential or trade-sensitive in nature to any Group Company or from which any Group Company derives competitive advantage in connection with its business, including without limitation information relating to all or any part of any Group Company's business, property, assets, technology, Intellectual Property Rights, activities, services, financial affairs, management, administration, or current or former staff, advisors, investors, business partners, clients, suppliers and any third party dealing with any Group Company, and any information that any Group Company has received or receives from third parties with whom such Group Company is in a confidential relationship with regard to the matter in question; or (b) which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone. Confidential Information shall not include information or material which (i) is now or becomes generally available to the public other than through a breach of your confidentiality obligations, (ii) is independently developed by you or is lawfully in your possession prior to the disclosure to you of the information or material, as evidenced by contemporaneous written records, (iii) is made known to you by a third party without a duty of confidentiality in respect of that information or material otherwise than pursuant to your employment with the Company or (iv) you are required to disclose pursuant to any judicial order or law provided that prior to such disclosure you shall, to the extent permitted by law, promptly notify the Company of such requirement and allow the Company to verify the same prior to your disclosure.
- 6.2. You shall at all times during and after your employment with the Company maintain confidentiality and shall not, except during and solely for the purpose of the performance of your duties to the Company or with the prior written approval of the Company:
- 6.2.1. directly or indirectly make use of, disclose, communicate or permit the disclosure or communication to any person of any Confidential Information;

- 6.2.2. copy or reproduce, or permit others to copy or reproduce, in any form, media or device, any documents, data or other material containing or referring to Confidential Information;
 - 6.2.3. transmit or remove any Confidential Information; or
 - 6.2.4. breach any of the other terms herein or the terms of any additional confidential information agreements between you and any Group Company.
- 6.3. Notwithstanding any other provision of this Agreement, you shall not lecture on or submit for publication any material (written, oral or otherwise) that discloses and/ or incorporates any Confidential Information without the prior written approval of the Company.
- 6.4. You shall at any time immediately upon the Company's request and option:
- 6.4.1. return to the Company in good condition all documents, data and other material (in whatever form or medium) containing or referring to Confidential Information or Company Inventions, in your possession, custody, care or control; and/ or
 - 6.4.2. irretrievably delete any Confidential Information stored on any magnetic or optical disc or memory or held on a computer, laptop, personal handheld device or other device owned by you and all matter derived therefrom which is in your possession, custody, care or control outside the premises of the Company (a copy having first been provided to the Company if so requested by the Company),
- and deliver up to the Company in good condition all property belonging or relating to any Group Company, their employees, customers, suppliers and/ or other business associates or contacts in whatever format (including any copies or extracts), including all tools, products, keys, documents, records, plans, papers, electronic devices, computer disks or any other property in your ownership, possession or control, and shall produce such evidence of compliance with this Section 6.4 as the Company may require.
- 6.5. You shall not make any remarks, defamatory or otherwise, which may be harmful to the reputation of the Company and/ or its respective officers, directors, shareholders and/ or employees, online or elsewhere.
- 6.6. You acknowledge that the restrictions contained in this Section 6 are reasonable and that in the event of any breach or threatened breach of the obligations in this Section 6, the Company shall be entitled to seek interim and permanent equitable relief (including but not limited to injunctive relief and/ or specific performance) in any court of competent jurisdiction in addition to claiming damages. Without prejudice to the foregoing, you shall indemnify and keep indemnified and hold harmless the Company on demand against all losses, damages, costs or expenses which the Company has reasonably incurred as a direct result of any breach of the obligations in this Section 6.

- 6.7. The rights and obligations in this Section 6 shall apply during and after your employment with the Company and shall be binding upon your representatives.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Subject to applicable law, during your employment with the Company, you shall promptly and fully disclose to the Company in writing full details of all Company Inventions ("IP Disclosure"), which shall be the absolute property of the Company and/ or its nominee(s). You hereby agree to assign and hereby irrevocably and unconditionally assign to the Company and/ or its nominee(s) all your rights, title and interest in and to any and all Company Inventions and agree that such assignment includes an assignment of all related Intellectual Property Rights. You confirm that the sole and exclusive right to exploit the same by any and all means in any territory belongs to the Company and/ or its nominee(s) absolutely free from any restriction or encumbrance and may be exercised by the Company and/ or its nominee(s) and their respective successors, assignees and licensees in any territory. To the extent that Moral Rights in relation to any Company Invention cannot be assigned to the Company and to the extent permitted by applicable law, you hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against the Company with respect to such rights. You further agree that neither your successors-in-title nor legal heirs retain any Moral Rights in any Company Inventions. Nothing herein may be construed to reduce or limit the Company's rights, titles or interests in and to any Company Inventions so as to be less in any respect than that which the Company would have had in the absence of this Agreement.
- 7.2. You shall assist the Company, in every way the Company requests, including signing, verifying and delivering any documents and performing any other acts, to obtain and enforce Intellectual Property Rights and Moral Rights relating to Company Inventions in any jurisdiction in the world as may be specified by the Company. Your obligation to assist the Company with respect to Intellectual Property Rights relating to Company Inventions shall continue beyond termination of your employment, but the Company shall compensate you at a reasonable rate after such termination for the time actually spent on such assistance. If the Company is unable for any reason, after reasonable effort, to secure your signature on any document needed in connection with the actions specified herein, you hereby irrevocably designate and appoint the Company and its duly authorised officers and agents as your agent and attorney to in your name and on your behalf, sign or execute any such instrument or do any thing for the purpose of giving to the Company and/ or its nominee(s) the full benefit of the provisions of this Section 7. A certificate in writing signed by any director of the Company that any instrument or act falls within the authority conferred by this Section 7 shall be conclusive evidence that such is the case so far as any third party is concerned.
- 7.3. As the Company's employee, you will be expected to abide by the Group's rules and policies as from time to time in effect. In your work for any Group Company, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to

use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise available legally in the public domain, or which is otherwise provided or developed by any Group Company. You agree that you will not (a) bring into any Group Company's premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality; or (b) incorporate into any Inventions, including any Group Company's software, or otherwise deliver to any Group Company, any software code licensed under the GNU General Public License, Lesser General Public License, or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by such Group Company, except in strict compliance with the Group's policies regarding the use of such software or as directed by the Company.

- 7.4. You hereby represent and warrant to the Company that a list describing any and all Prior Inventions is attached to the Acceptance Letter, or if no such list is attached, that no Invention that could be classified as a Prior Invention exists as of the date of the Acceptance Letter. You agree that if you use any Prior Inventions and/ or Non-assignable Inventions during your employment, or if you include any Prior Inventions and/ or Non-assignable Inventions in any product or service to any Group Company, or if your rights in any Prior Inventions and/ or any Non-assignable Inventions may limit or interfere with, or may otherwise be required for, the exercise by the Company and/ or its nominee(s) of any rights assigned to it under this Agreement, (a) you shall immediately notify Company in writing; and (b) unless both Parties agree otherwise in writing, you hereby grant to the Company and/ or its nominee(s) a non-exclusive, perpetual, transferable, fully-paid, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium (whether now known or later developed), make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Inventions and/ or Non-assignable Inventions. To the extent that any third parties have any rights in or to any Prior Inventions or any Non-assignable Inventions, you hereby represent and warrant that such third party or parties have validly and irrevocably granted to you the right to grant the license stated herein. For purposes of this Section 7.4, "Prior Inventions" includes any Inventions that would be classified as Prior Inventions, whether or not they are included in the list attached to the Acceptance Letter.
- 7.5. For the avoidance of doubt, you shall not be required to assign any Invention that you develop entirely on your own time without using any Group Company's equipment, supplies, facilities or trade secrets, or Confidential Information, where such Invention does not (a) relate to any Group Company's actual or anticipated business, research or development; or (b) result from or are connected with any work performed by you for any Group Company ("Non-assignable Inventions"). You shall, at the time of each IP Disclosure, advise the Company in writing of any Inventions that you believe constitute Non-assignable Inventions, and provide all evidence necessary to substantiate such belief.

- 7.6. You agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by you and all Company Inventions made by you during the period of your employment with the Company, which records will be available to and remain the sole property of the Company at all times. You shall not copy or in any way retain any Company Inventions and shall upon the termination of your employment with the Company, return all Company Inventions (whether in hard copy or electronic or other form) to the Company.
- 7.7. In the event of any breach or threatened breach of the obligations in this Section 7, the Company shall be entitled to seek interim and permanent equitable relief (including but not limited to injunctive relief and/ or specific performance) in any court of competent jurisdiction in addition to claiming damages.
- 7.8. The rights and obligations in this Section 7 shall apply during and after your employment with the Company and shall be binding upon your representatives.
- 7.9. For the purposes of this Agreement:
- 7.9.1. "Company Inventions" means any and all Inventions (and all Intellectual Property Rights related to Inventions) that are made, conceived, developed, prepared, produced, authored, edited, amended, reduced to practice, or learned or set out in any tangible medium of expression or otherwise created, in whole or in part, by you, either alone or with others, during your employment with the Company, and all printed, physical, and electronic copies, and other tangible embodiments of Inventions;
- 7.9.2. "Copyright" means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (for example, a literary, musical, or artistic work) recognized by the laws of any jurisdiction in the world;
- 7.9.3. "Intellectual Property Rights" or "Intellectual Property" includes the full benefit (subject to the obligations) of (a) all patents, trademarks, service marks, and other marks, logos, get-up, trade and business names, internet domain names, rights in designs (and applications for all the same), Copyrights (including rights in computer software), Moral Rights, database rights, rights in knowhow, trade secrets, confidential information, inventions, discoveries, improvements, designs, techniques, computer programs and other confidential processes and information and know-how, in each case whether capable of being registered, registered or unregistered and including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world and rights in the nature of unfair competition rights and rights to sue for passing off; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a); (c) rights of the same or similar effect or

nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;

- 7.9.4. "Inventions" means trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights (defined below) in all of the foregoing;
- 7.9.5. "Moral Rights" means all paternity, integrity, disclosure, withdrawal, special and similar rights recognized by the laws of any jurisdiction in the world; and
- 7.9.6. "Prior Inventions" means any Inventions that (a) are owned by you or in which you have an interest and that were made or acquired by you prior to the date of your employment by the Company; (b) may relate to the Company's business or actual or demonstrably anticipated research or development; and (c) are not to be assigned to the Company.

8. RESTRICTIVE COVENANTS

- 8.1. You shall not, for your own account, or for that of any person, firm or company (other than any Group Company) and whether through the medium of any company controlled by you as principal, partner, director, employee, consultant or agent, directly or indirectly, undertake any of the activities specified in this Section 8.1 until the expiry of 12 months from the last to occur of you ceasing to be employed or engaged by any Group Company ("Cessation Date"):
 - 8.1.1. carry on, be engaged in or be economically interested in any business in Singapore and such other countries in which any Group Company operates in, which is of the same or similar type to the business of the Company, being the development of technologies for cultivated food products ("Business"), or which is in competition with the Business;
 - 8.1.2. solicit with a view to the employment or engagement of, or employ or engage, any person who is or was, during the 12-month period prior to the Cessation Date, employed at a managerial or senior level, or engaged as a consultant, by any Group Company, and with whom you shall have had dealings during the 12-month period prior to the Cessation Date;
 - 8.1.3. otherwise induce or persuade, or seek to induce or persuade, any person who is or was during the 12-month period prior to the Cessation Date employed at a managerial or senior level, or engaged as a consultant, by any Group Company, and with whom you shall have had dealings during the 12-month period prior to the Cessation Date, to leave or terminate his/ its employment, service or engagement with any Group Company; or
 - 8.1.4. solicit in Singapore and such other countries in which any Group Company operates in, in competition with the business of any Group Company the custom of any person, firm

or company, who was a customer of such Group Company during the 12-month period prior to the Cessation Date.

- 8.2. Each restriction set out in this Section 8 is separate and distinct and is to be construed separately from the other restrictions. The Parties acknowledge and agree that they consider such restrictions to be reasonable both individually and in the aggregate and that the duration, extent and application of each such restriction are no greater than are reasonable and necessary for the protection of the interests of the Group or the goodwill of the businesses of the Group Companies. However, if any such restriction shall be found to be void or unenforceable but would be valid or enforceable if some part or parts thereof were deleted or reduced in application, the Parties agree that such restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable.
- 8.3. In the event of any breach or threatened breach of the obligations in this Section 8, the Company shall be entitled to seek interim and permanent equitable relief (including but not limited to injunctive relief and/ or specific performance) in any court of competent jurisdiction in addition to claiming damages. Without prejudice to the foregoing, you shall indemnify and keep indemnified and hold harmless the Company on demand against all losses, damages, costs or expenses which the Company has reasonably incurred as a direct result of any breach of the obligations in this Section 8.
- 8.4. The obligations contained in this Section 8 shall survive the termination of your employment and shall continue until the end of the Relevant Period.

9. DATA PROTECTION

- 9.1. You understand that personal data is collected, used and disclosed by the Group Companies at the commencement, and over the course, of your employment for the purposes of managing your ongoing employment relationship with the Group Companies. Such purposes include, without limitation:
- 9.1.1. to maintain accurate personal records or manage or terminate your employment relationship with the Group Companies;
 - 9.1.2. for purposes connected with recruitment, internal moves, manpower planning, promotion, training, redeployment, payment of benefits, disciplinary actions, and/ or career development;
 - 9.1.3. to deal properly with any absence from work caused by sickness or injury, including to contact next of kin in an emergency;
 - 9.1.4. to provide references to financial institutions, or to facilitate entry into education courses or to assist potential future employers;

- 9.1.5. in connection with any potential restructuring, merger, acquisition or business asset transaction; and/ or
 - 9.1.6. to collate statistical information for internal use or external bodies, including compliance with statutory requests and requests from other relevant public authorities or agencies, or to make disclosures to insurers and bankers, medical practices providing medical cover for employees, administrators or managers of employment-related schemes, companies engaged in contractual activities on any Group Company's behalf for the aforementioned purposes, governmental, regulatory or other competent authorities, and as permitted or required by applicable law.
- 9.2. You agree to the collection, use and disclosure of your personal data by the Group Companies, including the transfer of that data to third parties (including entities that are outside the territory of Singapore) for purposes relating to your employment. You further agree to notify the Company promptly should your personal circumstances change.

10. PERSONAL CONDUCT

- 10.1. Whilst respecting your right to a private life, the Company must ensure confidentiality and the protection of the Group's reputation. When you use social networking websites or personal websites, you are required to:
- 10.1.1. ensure your interaction on social networking or personal websites does not damage working relationships between members of staff and clients;
 - 10.1.2. exercise caution in relation to the information posted online, ensuring there is no breach of confidentiality; and
 - 10.1.3. ensure no discriminatory or defamatory remarks or any remarks which could bring the Group's reputation into disrepute are made.

11. TERMINATION OF APPOINTMENT

- 11.1. Subject to Section 11.2, either Party may terminate your appointment by giving the other Party not less than one (1) month's prior notice in writing ("Notice Period") or by paying the other Party your Basic Salary in lieu of notice or part thereof. For the avoidance of doubt, there shall be no entitlement to payment in lieu of notice if the Party giving notice does not elect to pay the other Party in lieu of notice.
- 11.2. The Company may terminate your appointment immediately without prior notice or payment in lieu of notice and without payment of any other compensation to you if you:

- 11.2.1. are determined by unanimous decision of the Management, acting reasonably, to have committed any serious or persistent breach (after written warning from the Company) of any of your material obligations under this Agreement or any other agreements made in writing with the Company pursuant to or in connection with your appointment, that is not cured to the satisfaction of the Management, acting reasonably, within thirty (30) calendar days of written notification to you by the Management of such breach and which has a material adverse effect on the Group;
 - 11.2.2. pursuant to a final, non-appealable decision by a competent court of law, are convicted of any crime involving fraud, falsification or dishonesty against the Company; or
 - 11.2.3. fail to perform your duties and/or obligations or observe any of the terms and conditions of your appointment; or
 - 11.2.4. if applicable, have your Employment Pass or other applicable work pass, whether issued on a temporary basis or otherwise, withdrawn or expired; or
 - 11.2.5. if applicable, have your application for the renewal or extension of the said pass refused by the relevant authority, whether final or subject to appeal; or
 - 11.2.6. are certified to be unfit to continue to be in the service of the Company by a medical board appointed by the Company.
- 11.3. If the Company is investigating any allegation of misconduct or negligence against you, the Company may at any time in its discretion suspend you from the performance of some or all your duties under this Agreement for such period as the Company may determine in its sole discretion.
- 11.4. During the Notice Period, the Company may require you not to attend your place of work for all or part of the Notice Period, and if so, this Agreement shall continue in force until the end of the Notice Period. You shall remain bound by all of the obligations and restrictions in this Agreement, save the duty to attend work. You must remain available to the Company and may be required to return to your normal duties at any time during your Notice Period.

12. NOTICES

- 12.1. Any notice to be given under this Agreement shall be in writing and may be given to the relevant Party at its address or email address as such Party may have notified to the other Party for the purposes of this Agreement.
- 12.2. Any such notice or communication shall be deemed to have been served:

- 12.2.1. if delivered by hand, at the time of delivery;
- 12.2.2. if sent by courier, at the expiration of two (2) Business Days after the package containing the same shall have been received by the relevant courier company;
- 12.2.3. if delivered by prepaid ordinary mail, at the expiration of three (3) Business Days after the envelope containing the same shall have been put into the post;
- 12.2.4. if sent by email, upon the receipt by the sender of the confirmation note indicating that the notice or communication has been sent in full to the recipient's email address, or such other similar medium of confirmation,

except that if a notice is received on a day which is not a Business Day or is after 5.30 p.m. (addressee's time) on a Business Day, it shall be deemed to have been received at 9.30 a.m. (addressee's time) on the following Business Day.

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and delivered as a prepaid ordinary mail letter or that the email confirmation note indicates the transmission was successful, or the package as the case may be containing such notice or document was properly addressed and sent to the relevant courier company.

- 12.3. For the purposes of this Agreement, "Business Day" means a day (other than a Saturday, Sunday or gazetted public holiday in Singapore) on which commercial banks are generally open for business in Singapore.

13. OTHER TERMS

- 13.1. The Company may effect interdepartmental transfers of employees as it deems appropriate.
- 13.2. This appointment is conditional upon satisfactory proof of your right to work in Singapore, including if applicable, the Ministry of Manpower granting you a work pass. You shall promptly notify the Company in writing of any change in your citizenship or residence status. The Company may reviewed and revise the terms of your employment pursuant to any such change.
- 13.3. The terms of this appointment shall be subject to all policies, rules and regulations of the Group and the provisions of all statutes, regulations, policies, procedures, rules and applicable legislation, each as may be in force from time to time.
- 13.4. **Right to work.** This appointment is conditional upon satisfactory proof of your right to work in Singapore; including if applicable, the Ministry of Manpower granting you a work pass.

- 13.5. **Tax liabilities for foreigners.** All tax liabilities to the Inland Revenue Authority of Singapore and relevant tax authorities of other jurisdictions are your own. The company assumes no liability to any tax authority on your behalf.
- 13.6. **Variation.** No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party.
- 13.7. **Assignment.** All rights and obligations hereunder are personal to the Parties and a Party may not assign or transfer all or part of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 13.8. **Severance.** If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement.
- 13.9. **Indulgence, waiver, etc.** No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it.
- 13.10. **Further Assurance.** Each Party shall do and execute or procure to be done and executed, all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.
- 13.11. **Entire Agreement.** This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.
- 13.12. **Counterparts.** This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by e-mail, with original signatures to follow. Each Party agrees to be bound by its own electronic signature and that it accepts the electronic signature of the other Party.
- 13.13. **Remedies.** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

13.14. **Contra Proferentem.** The Parties acknowledge and agree that this Agreement has been drafted with the participation of all the parties to it, in each case with the benefit of legal advice, and that the rule of construction known as "*contra proferentem*" shall not apply.

13.15. **Rights of Third Parties.** Save for any Group Company, a person who is not a party to this Agreement has no rights including under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

13.16. Governing Law and Dispute Resolution.

13.16.1. This Agreement shall be governed and construed in accordance with the laws of Singapore.

13.16.2. If any dispute or difference shall arise amongst the Parties as to the construction of this Agreement or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any question regarding its existence, validity, or termination:

(a) any Party may deliver a notice to the other Party setting out in reasonable detail the particulars of the matter(s) in question. The Parties shall use best endeavours to meet, discuss and settle such dispute in good faith and by agreement within 30 calendar days ("Discussion Period"); and

(b) if the Parties are unable to settle the matter(s) during the Discussion Period, the Parties agree to thereafter submit such matter(s) to arbitration in Singapore according to the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference into this Section 13.16.2(b). This arbitration agreement shall be governed by Singapore law. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the SIAC ("Arbitral Tribunal"). All arbitration proceedings shall be in the English language. The Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the dispute through mediation at the Singapore International Mediation Centre ("SIMC") in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the Arbitral Tribunal and may be made a consent award on agreed terms.

13.16.3. You agree that if the Company is successful in whole or in part in any legal or equitable action against you under this agreement, the Company will be entitled to payment of all costs, including reasonable attorney's fees.

CONFIDENTIAL



ACCEPTANCE LETTER

To:
Human Resources Department
Meatiply Pte. Ltd.
67 Ayer Rajah Crescent
#07-25
Singapore 139950

From:
Joselyn Tan Li Jing
Blk 421 Bedok North Road
#14-583
Singapore 460421

Date: 26 Mar 2025

ACCEPTANCE OF APPOINTMENT AS RESEARCH SPECIALIST II

I accept the offer conveyed in your letter dated 21 March 2025, and agree to the terms and conditions specified in the Agreement.

I agree to assume duty on 1 April 2025.

Sincerely,

(signature)

Joselyn Tan Li Jing, SXXXX270I

(name and identification number)

enclosure

CONFIDENTIAL

PRIOR INVENTIONS

- 1. Prior Inventions Disclosure.** Except as listed in Section 2 below, the following is a complete list of all Prior Inventions:

☒ No Prior Inventions.

☐ See below:

☐ Additional sheets attached.

- 2.** Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Prior Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Excluded Invention	Party(ies)	Relationship
1.			
2.			
3.			
4.			
5.			
6.			

☐ Additional sheets attached.