

19 May 2020

Private and Confidential

Mr. Luk Chi Heng
345 Upper Bukit Timah Road, The Hillside
#09-08
Singapore 588197

Dear Mr. Luk Chi Heng

LETTER OF CONFIDENTIALITY

You are attached to ASM Technology Singapore Pte Ltd ("ASM") from 26th May 2020 as part of ASM's Internship Program. You understand that in the course of the said attachment, you will be furnished with Confidential Information relating to the businesses of ASM and its related companies. "Confidential Information" may include, but is not limited to information, regardless of form, relating to any presently existing or hereafter developed or discovered designs, inventions, specifications, drawings, trade secrets, proprietary ideas and concepts, technical know-how, marketing strategies, processes, costs, data software, materials, customers, suppliers, sources of business, financial information and other similar information which ASM considers and treats as confidential.

1. CONFIDENTIAL INFORMATION

1.1 You hereby acknowledge that any Confidential Information received, acquired or obtained during your said attachment with ASM is of a confidential nature and accordingly, you hereby undertake and covenant that you will not at any time and only under the circumstances mentioned in clause 1.2 below whether during the continuance of or after the termination of your attachment with ASM divulge, disclose Confidential Information to any third parties outside ASM, or use such Confidential Information, whether directly or indirectly for your own benefit or that of any other person, firm or company.

1.2 Notwithstanding the provisions of clause 1.1 above, you may disclose Confidential Information in response to a valid order of a court or other government body, or otherwise required by law; provided, however, that you shall immediately notify ASM in writing of the same prior to disclosing any Confidential Information.

1.3 For the avoidance of doubt, the obligation imposed on you not to divulge, disclose or use Confidential Information shall persist and remain after cessation of your attachment with ASM.



2. INTELLECTUAL PROPERTY

“Intellectual Property” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property. It is expressly agreed that Intellectual Property in any technical design or development arising from work done by you in ASM during your attachment, inclusive of software, data, drawings, blueprints or prototypes or other materials (collectively referred to as “Materials”), shall belong solely to ASM. The Materials shall vest upon their creation in ASM and, if requested by ASM so to do, you shall bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in ASM. At the termination or expiry of this agreement, all Materials must be surrendered to ASM.

3. SEVERABILITY

Each of the provisions of this Letter of Confidentiality is severable and distinct from another and, if one or more of such provisions is or becomes illegal, invalid or unenforceable; the remaining provisions shall not be affected in any way.

4. AMENDMENTS

Any modification, alteration, amendment or addition to the provisions of this Letter of Confidentiality shall be made in writing and signed by the parties hereto.

5. WAIVER NOT TO PREJUDICE RIGHT OF ASM

ASM may from time to time and at any time waive, either unconditionally or on such terms and conditions as it may deem fit, any breach of any of the terms herein contained and any modification thereof, but without prejudice to its powers, rights and remedies for enforcement thereof.

PROVIDED ALWAYS that no such waiver of any breach as aforesaid shall prejudice the rights of ASM in respect of any other or subsequent breach of any of the terms herein contained.

6. GOVERNING LAW

This Letter of Confidentiality shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.



Yours Sincerely,



Yee Jia Jia
HR Manager

ACCEPTANCE COPY

I, Luk Chi Heng, S9719998A (NRIC No.) agree hereto to abide and be bound by the terms and conditions hereinbefore contained, which I have fully read and understood.



Mr. Luk Chi Heng
(Signature & Date)

Personal Handphone No. : 82015290 (to facilitate contact)

19 May 2020

PRIVATE & CONFIDENTIAL

Mr. Luk Chi Heng
345 Upper Bukit Timah Road, The Hillside
#09-08
Singapore 588197

Dear Mr. Luk Chi Heng

TEMPORARY EMPLOYMENT

This letter serves to confirm your temporary employment with our company based on the following terms and conditions:

Position	Intern						
Salary	S\$1,000 per month						
Period of Employment	26 May 2020 to 31 July 2020						
Termination	Either party may terminate the appointment with 1 week notice or salary in lieu of notice.						
Office Hour	<p>Your working hours will be 44 hours as follows:</p> <p>Monday to Friday:</p> <table><tr><td>08:00am to 12:30pm</td><td>Working Hours</td></tr><tr><td>12:30pm to 01:15pm</td><td>Meal Break (45 minutes)</td></tr><tr><td>01:15pm to 05:30pm</td><td>Working Hours</td></tr></table> <p>Hours of work shall be revised as and when the need arises.</p>	08:00am to 12:30pm	Working Hours	12:30pm to 01:15pm	Meal Break (45 minutes)	01:15pm to 05:30pm	Working Hours
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12:30pm to 01:15pm	Meal Break (45 minutes)						
01:15pm to 05:30pm	Working Hours						
Secrecy Clause	<p>You shall not, during the continuance and after the termination of your employment with ASM for whatever reasons, except in the proper performance of your employment duties with ASM, divulge or disclose to any person or party any trade secrets of ASM.</p>						

In this respect, trade secrets are referred to as any customer information, product information, manufacturing techniques and or process, suppliers and or sub-contractors particulars, technical and or engineering information, operation and or business plan, and any other information which are of confidential nature.



Mr. Luk Chi Heng

We are pleased to welcome you to ASM.

If you are in agreement with the above, please sign and return the duplicate of this letter to ASM within 1 week.

Yours Sincerely



Yee Jia Jia
HR Manager
Enc.

ACCEPTANCE

I hereby accept the above terms and conditions and agree to report for work on 26/05/2020.

Signed : 
Mr. Luk Chi Heng

Date : 20/05/2020