

EMPLOYEE INVENTION ASSIGNMENT & CONFIDENTIALITY AGREEMENT

In consideration of my employment with the Company I hereby represent to, and agree with the Company as follows:

1. COMPANY BUSINESS

I understand that the company is engaged in a continuous program of research, development, production and marketing in connection with its business and that as an essential part of my employment with the company, I may be expected to make new contributions to and create inventions of value for the company.

2. DISCLOSURE OF INVENTIONS

From and after the date I first became employed with the Company, I will promptly disclose in confidence to the Company all inventions improvements, design, original works of authorship, formulae, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions"), whether or not patentable, copyrightable or protectible as trade secrets that are made or conceived or first reduced to practice or created by me, either alone or jointly with others, during the period of employment, whether or not in the course of my employment.

3. ASSIGNMENT OF INVENTIONS

I agree that all inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the company, (b) result from work performed by me for the company, or (c) relate to the company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby assigned by me to the company.

4. ASSIGNMENT OF OTHER RIGHTS

I hereby irrevocably transfer and assign to the company : (a) all worldwide patents, patent applications copyrights, mask works, trade secrets and other intellectual property rights in any Invention; and (b) and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "Moral Rights" means any right of paternity or integrity, any right to claim authorship of any Invention, to object to any distortion, mutilation or other modification of, or any derogatory action in relation to any Invention, whether or not such would be prejudicial to my honor or reputation, and any similar right existing under judicial or statutory law of any treaty, regardless of whether or not such rights is denominated or generally referred to as a "moral right".

5. ASSISTANCE

I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, and other legal protections for the company's Inventions in any and all countries. I will execute and documents that the company may reasonably request for the use in obtaining and enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the company, provided the company will compensate me at a reasonable rate such termination for the time or expenses actually spent by me at the Company's request assistance.

6. PROPRIETARY INFORMATION

I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any patent, subsidiary, affiliate, customer or supplier of the Company or any party with whom the Company agrees to holding information of such party in confidence ("Proprietorship Information"). Such Proprietary Information includes but is not limited to:

Technical

Information/Research & Development

- Proprietary Information Concerning Research and Development
- Formulas
- Compounds
- Prototypes
- Processes
- Laboratory Notebooks
- Experiments and Experimental Data
- R & D Reports – All Types
- R & D Know-How and Negative Know-How (i.e. what does not work)
- Biological materials (cells, vectors, genes, DNA, RNA, antibodies, etc.)

Sales and Marketing Information

- Mail List
- Sales Forecasts
- Marketing and Sales Promotion Plans
- Sales Call Reports
- Competitive Intelligence Information
- Proprietary Information Concerning Customers
- Customer Lists
- Customer Needs and Buying Habits
- Know-How Concerning The Management of Customer Confidence
- Proprietary Sales and Marketing Studies and Reports

Production/Process Information

- Cost/Price Data
- Special Production Machinery
- Process/Manufacturing Technology
- Specifications for Production Processes and Machinery
- Production Know-How & Negative Know-How

Vendor/Supplier Information

- Vendor/Supplier characteristic and habits

Quality Control Information

- Quality Control Procedures
- Quality Control Records

Internal Financial Information

- Internal Financial Documents
- Budgets
- Forecasts
- Computer Printouts
- Product Margins
- Product Costs
- Products Sales
- Operating Reports
- Profit and Loss Statements

Proprietary Administrative Information

- Key Decision Makers
- Strategic Business Plans
- Licenses/Licensing Plans
- Merger Acquisition Plan

7. CONFIDENTIALITY

At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust, I will not use or disclose, any such Proprietary Information without the prior written consent of the Company, except as it may be necessary to perform my duty as an employee of the Company, I deliver promptly to the Company all the documents and materials of any nature pertaining to my work with the Company and will not take with me any documents or materials or copies thereof containing any Proprietary Information.

8. NO BREACH OR PRIOR AGREEMENT



I represent that my performance of all terms of this Agreements and my duties as an employee of the Company will not breach any invention, assignment, proprietary information or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are generally available to the public or have been legally transferred to the Company.

9. NOTIFICATION

I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities thereunder.

10. INJUNCTION RELIEF

I understand that in the event of a breach of threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

11. GOVERNING LAW

This Agreement will be governed and interpreted in accordance with internal laws of the Republic of Singapore, excluding that body of law governing conflicts of the law.

12. NO DUTY TO EMPLOY

I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. This Agreement shall be effective as of the first day of my employment by the Company.

Acknowledged, Accepted and Agreed

Signature, Full Name & NRIC

Date