

19/04/2023

Kimberly Tham
Address: 1 Pheng Geck Ave #03-01 Singapore 348196

Dear Kim,

APPOINTMENT AS INDEPENDENT CONTRACTOR

We are pleased to invite you to act as an Independent Contractor to the Company.

1. Commencement

Your appointment as an Independent Contractor will commence from the date hereof.

2. Your Role

2.1 As an Independent Contractor, you agree to provide project planning, execution, and management to Xinterra in matters relating to their Carbon Capture Textiles initiative, including:

1. Conducting market research to identify customer needs, preferences, behaviors and market trends.
2. Defining target market, which includes identifying customer segments, understanding their needs and pain points, and developing buyer personas.
3. Developing product strategy to achieve product-market fit. This includes identifying product features that are most important to customers.
4. Developing go-to-market strategies to help Xinterra launch products successfully. This may include developing pricing strategies, identifying distribution channels, developing marketing plans, and identifying sales channels.
5. Creating marketing plans that can help Xinterra increase brand awareness and generate leads. Develop messaging that resonates with target customers and identify the most effective marketing channels for reaching those customers.
6. Networking and building relationships with key stakeholders in the textiles industry to help Xinterra expand their customer base, improve their products or services, or increase their market share.

2.2 In addition to these priorities, you shall be responsive to the needs of the hour of the team & Board.

3. Remuneration and CPF

3.1 Your monthly fee will be S\$ 2,800, to be paid on the 25th calendar day.

3.2 Your CPF contribution will be deducted from your gross fee and paid by us to the CPF Board together with our company's contribution.

4. Company Policies

4.1 In providing your advice and assistance, you shall observe and comply with all rules, regulations, policies, procedures and directions from time to time made by the Company.

You acknowledge that all Company Policies shall, to the extent applicable to your role, be deemed to be incorporated in your terms and conditions of appointment to the extent not contrary to applicable law. The Company Policies are subject to periodic review and may be modified or terminated in whole or in part by the Company in its reasonable discretion. In doing so, the Company shall notify you in writing of the relevant changes as soon as practicable and in any event before such changes are to take effect.

5. Intellectual Property Rights

- 5.1 All documents, papers, designs, plans, spreadsheets, information or other records (in whatever form) concerning all patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works (including without limitation computer programs), new designs and the like discovered or created by you in the course of or for appointment or discovered or created by you as a result of whether directly or indirectly of anything done by you in pursuance of your duties hereunder ("Inventions").
- 5.2 All Inventions and information relating to the Inventions are acknowledged by you to be the sole property of the Company and you undertake to deliver up all or any of the same to the Company on demand.
- 5.3 All worldwide intellectual property rights in and to the Inventions and all information relating thereto shall vest in and be the absolute property of the Company. Upon the request of the Company, you shall (at the expense of the Company) execute all documents and do all acts and things required to vest or perfect the vesting of all intellectual property rights in any inventions and information legally and exclusively in the Company or any nominee or assignee of the Company.

6. Confidentiality

- 6.1 For the term of your appointment and at all times thereafter, you shall not, except as authorized in writing by the Company, disclose to any person, firm or company any information as to the business practices, dealings and affairs, and finances of the Company or any of its related or associated companies, or as to any other matters which may come to your knowledge in the course of your appointment, and you shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or any of its related or associated companies. This restriction shall cease to apply to information which may come into the public domain other than as a result of your breach of this condition. Notwithstanding this Clause 5, the Company shall have the right to disclose the existence of your appointment as an Independent Contractor and to include your name, image and profile in the Company's business and promotional materials including online and social media.
- 6.2 Upon termination of your appointment with the Company, you shall deliver to the Company all documents (together with copies and softcopies) including without limitation, correspondence, lists of clients or customers, notes, memoranda, plans and any other items or property relating to or concerning the business, finances or affairs of the Company, which may be in your possession or under your power or control. For the avoidance of doubt, it is hereby declared that the property in all such items and documents as aforesaid shall at all times be vested in the Company.

7. Conflict of Interest

- 7.1 Notwithstanding that you are not an employee of the Company, you agree to abide by the Company's policy on Conflict of Interest.
- 7.2 In order to avoid any possible conflict of interest between your position with the Company and your relationships with third parties, you agree to seek the Company's permission before becoming involved with any company, firm or person which is or would be a competitor or supplier or customer of the Company.
- 7.3 Similarly, if any member of your family or any other person in close personal relationship to you should become involved with any competitor, supplier or customer, in circumstances which could compromise your position with the Company, then you will bring this fact to the Company's attention as soon as possible.
- 7.4 Breach of this clause will enable the Company to terminate your appointment immediately.

8. Non-Solicitation

For the duration of your appointment and for a period of twelve (12) months following the termination of your appointment, you agree and undertake:

- (a) not to solicit or procure business from any person, firm or company which at any time during your appointment hereunder is or was a client of the Company or any of its related or associated companies; and
- (b) not to solicit the services of or to encourage any person who at any time during your appointment hereunder was a director, officer, employee or consultant of the Company to leave the employment or engagement of our Company or any of its related or associated companies.

9. Non-Competition

During your term of your appointment with the Company and for a period of twelve (12) months from the date of termination of your appointment, you shall not engage or be interested or concerned directly or indirectly as principal, agent, partner, director, employee, consultant, advisor or otherwise, or own, engage in, acquire any financial or beneficial interest in any other business or trade (including interest in companies, firms or joint ventures) which competes with the business of the Company without obtaining the prior written consent of the Board.

10. Data Privacy

- 10.1 You agree that your personal data may be collected, used, and disclosed by the Company, its service providers and agents for the purposes set out in the relevant Company data protection policies containing the relevant purposes ("**Data Protection Policy**"), as may be amended and in force from time to time, including without limitation, management; legal; accounting and audit, and administrative purposes; disclosures to bankers, insurers and medical practices (if applicable); investors and buyers of the Company; safety and security purposes; and for all such purposes required or permitted by applicable laws.
- 10.2 You acknowledge that personal data which is collected, used or disclosed for the above purposes include name, address, identification details (including NRIC or passport number), nationality, date and place of birth, marital status, occupation, email address, qualification, contact details, specimen signature and photographs or other indications of likeness, all of which you provide directly to the Company, in response to a request, or which the Company collects from third party or publicly available sources.
- 10.3 Where you are required to handle any personal data on the Company's behalf, you shall collect, use, and/or disclose such personal data strictly for the purposes for which it is conveyed to you and at all times strictly in accordance with any guidelines, the Data Protection Policy or instructions which the Company has prescribed to you.
- 10.4 You warrant that where you have disclosed personal data of third parties (e.g. next-of-kin, friends, or referees) to the Company and/or their service providers and agents in connection with the abovementioned purposes, you have obtained the prior consent of such third parties for the Company and their service providers and agents to collect, use and disclose such personal data for such purposes, in accordance with any applicable laws, regulations, and/or guidelines. You will indemnify the Company and/or their service providers and agents in respect of any losses or liabilities incurred as a result of breach of this Clause.
- 10.5 You agree that personal data may be transferred, held or processed by the Company within or outside Singapore, and by the Company's service providers and agents, for the purposes described above.

11. Termination

- 11.1 Either party may terminate your appointment by giving the other party one (1) month prior written notice.
- 11.2 Your appointment shall be automatically terminated upon your death, and the Company may terminate your appointment forthwith by giving you written notice if you shall at any time:-
 - (a) fail to perform your role in accordance with the terms hereunder in the reasonable opinion of the Board;

- (b) become of unsound mind or incapacitated;
- (c) be convicted of any criminal offences;
- (d) have been issued with two (2) warning letters in relation to conduct unacceptable to the Company; or
- (e) commit any other misconduct which the Board may reasonably deem to be sufficiently serious to warrant termination of your appointment.

Yours faithfully,
Xinterra Pte. Ltd.



Patrick Teyssonneyre
Director

ACCEPTANCE

I hereby accept the terms of my appointment as an Independent Contractor and agree to the above terms and conditions.

Signature :



Name :

Kimberly Tham

Date :

19/04/2023