

August 14th, 2023

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

Dear Kim,

LETTER OF EMPLOYMENT
Business Development Manager

We are pleased to offer you employment as Business Development Manager in our Company.

The terms and conditions of employment are as follows:

1. Position

Business Development Manager

2. Commencement

You will commence employment with us on August 14th, 2023 or such earlier or later date as may be agreed.

3. Duties and Responsibilities

3.1 As a Business Development Manager of the Company, you shall perform and discharge such duties and exercise such powers in relation to the businesses of the Company as the management of the Company shall from time to time assign to or vest in you, including:

- Conducting market research to identify customer needs, preferences, behaviors and market trends.
- Defining target market, which includes identifying customer segments, understanding their needs and pain points, and developing buyer personas.
- Developing product strategy to achieve product-market fit. This includes identifying product features that are most important to customers.
- 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.
- 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.
- Networking and building relationships with key stakeholders in the textiles and fashion industry to help Xinterra expand their customer base, improve their products or services, or increase their market share.

3.2 The Company adopts flexible work arrangements which will allow you to work from the office and remotely, and flexible work schedule outside of traditional business hours depending on your work assignment subject to the approval of the management. With such flexible arrangements, you shall, nevertheless, devote your full time and attention to the discharge of the duties and responsibilities of your office and conform to such hours of work as may from time to time be reasonably required of you.

3.3 You may, from time to time, in the performance of your duties, be required to travel outside Singapore by such means and on such occasions as the management may from time to time require.

3.4 You shall not work part-time for any other person, firm or company in any capacity including as a consultant or advisor, without the prior written approval of the CEO.

4. Company Policies

- 4.1 In the discharge of your duties and in the exercise of your powers, you shall observe and comply with all rules, regulations, policies, procedures and directions from time to time made by the Company.
- 4.2 You acknowledge that all Company Policies shall, to the extent applicable to your employment, be deemed to be incorporated in your terms and conditions of employment 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. Salary, Bonuses & CPF

- 5.1 You will be paid a monthly gross salary of S\$7,000. Any salary revision will depend on your performance and shall be at the Company's sole discretion.
- 5.2 An annual bonus may be declared at the Company's sole discretion at the end of each calendar year.
- 5.3 Your employee's CPF contribution will be deducted from your gross salary and paid by us to the CPF Board together with our employer's contribution if required by law.

6. Annual & Medical Leave

- 6.1 You will be entitled to 21 working days annual leave per year of service, and shall be pro-rated for part of a calendar year. Leave applications must be submitted at least one week in advance for leave of up to 5 days. For leave of more than 5 days, leave application must be submitted at least 3 weeks in advance. All leave applications are subject to approval of management.
- 6.2 All annual leave must be utilized in the same calendar year and no leave will be allowed to be carried forward to the next calendar year.
- 6.3 You will be entitled to paid sick leave not exceeding fourteen (14) working days per calendar year. If hospitalization is necessary, you will be entitled to a maximum of sixty (60) working days of hospitalization leave (inclusive of the 14 days of sick leave). You are required to furnish to the Company the relevant medical certificate(s) issued by a doctor.
- 6.4 Group medical and hospitalisation insurance will be provided to you.

7. Inventions

- 7.1 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 employment 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").
- 7.2 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.
- 7.3 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.

8. Conflict of Interest

You agree to abide by the Company's policy on Conflict of Interest.

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.

Similarly, if any member of the 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.

Breach of this clause will enable the Company to terminate your employment immediately.

9. Confidentiality

9.1 For the term of your employment 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 employment, 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.

9.2 Upon termination of your employment 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.

10. Non-Solicitation

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

- (a) not to solicit or procure business from any person, firm or company which at any time during your employment 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 employment hereunder was a director, officer, employee or consultant of the Company to leave the employment of our Company or any of its related or associated companies.

11. Non-Competition

During your term of your employment with the Company and for a period of twelve (12) months from the date of termination of your employment, 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.

12. Data Privacy

- 12.1 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; human resource and payroll purposes; disclosures to bankers, insurers and medical practices providing medical services to employees; safety and security purposes; and for all such purposes required or permitted by applicable laws.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 You agree that personal data may be transferred, held or processed by the Company within Singapore, and by the Company's service providers and agents, for the purposes described above.

13. Termination

- 13.1 Either party may terminate this Agreement by giving the other party two (2) months' prior written notice, or paying two (2) months' salary in lieu of such notice.
- 13.2 This Agreement shall be automatically terminated upon your death, and the Company may terminate this Agreement forthwith by giving you written notice if you shall at any time:-
- (a) become of unsound mind or incapacitated;
 - (b) be convicted of any criminal offences;
 - (c) have been issued with two (2) warning letters in relation to conduct unacceptable to the Company; or
 - (d) commit any other misconduct which the Company may deem to be of sufficient gravity to warrant an immediate dismissal
- 13.3 Annual leave shall not be used to offset the termination notice period unless approved by the Company. The Company shall have the right to require you to go on "gardening leave" during the time you are serving your notice period.

14. Other Terms and Conditions

Your employment with the Company shall be governed by such other terms and conditions that may be stipulated in writing by the Company. You must observe and comply with office rules and policies as may be determined by the Company from time to time and/or set out in a staff handbook, circulars or other office memos and written directions. The Company shall have the right to vary or amend these office rules and policies from time to time

Yours faithfully,
Xinterra Pte. Ltd.



Patrick Teyssonneyre
Director

ACCEPTANCE

I hereby accept your offer of employment and agree to the above terms and conditions.

I confirm that I will commence work with you on August 14th, 2023, or such earlier or later date as may be agreed.

Signature	:	
Name	:	<u>Tham Meishi Kimberly</u>
Date	:	<u>13 August 2023</u>