

Consultancy Agreement

Date: 24 June 2024

THIS AGREEMENT is made between **ETP International Pte Ltd.** a Singapore Company with its office located at 20 Science Park Road, #01-28 Teletech Park, Singapore 117674 (hereinafter referred to as the “Company”) and **Diloy Hana Patrica**, residing at **203, BRGY SAN AGUSTIN TRECE MARTIRES CAVITE (Government ID: PCN: 08-250874474-5)** a **Philippines** national (hereinafter referred to as “Consultant”).

WHEREAS, Consultant and the Company desire and agree to formalize their relationship, to commence between them by means of this Agreement with effect from **2nd July 2024**(the effective date of this agreement).

WHEREAS, the Consultant has been informed that the Company is seeking her services for the purposes of Contact Research and Building, Lead Generation, Sales and Marketing Development, and Sales Generation around the Company’s products and services in the Philippines. While the Consultant is not an employee of the Company, for the purpose of providing consulting services to the market her designation will be “**Inside Sales Consultant**”.

The terms of consultancy are as under:

1. **COMPLIANCE:** It is advised to the Consultant to comply fully with the Rules and Regulations of the Government of his/her place of residence.
2. **INFORMATION:** The Consultant, at all times, shall keep the Company informed of his/her address, telephone numbers, contact information, and legal status and will respond to all reasonable inquiries from the Company or its representatives as and when required.
3. **DUE DILIGENCE IN DUTIES:** The Consultant will discharge his/her duties to his/her full abilities and agree to comply with the quality standards, processes, and policies of the Company. Her work profile includes-
 - 3.1. Accurately build a database of prospective customers through account & contact research & generate leads within an assigned territory.
 - 3.2. Nurture contacts to become qualified sales opportunities by conducting ETP-assigned activities and other suitable Consultant-initiated approaches.

- 3.3. Outbound cold calls - handle a reasonable volume of outbound calls to potential clients in a timely manner.
- 3.4. Manage EDM contact list and campaigns and perform EDM follow-up action items to enhance contact engagement with ETP.
- 3.5. Work on the development of inbound leads through follow-up calls, research, initial requirement qualification, and proper turnover to Sales Consultant.
- 3.6. Gather pertinent information about each customer call and record these findings/business requirements in CRM.
- 3.7. Work closely with the Sales, Pre-Sales, and Business Development teams in the completion of the team's overall objective e.g. facilitate meetings, schedule presentations to prospects with a pre-sales rep, and work with sales executives in closing deals.
- 3.8. Perform follow-up and other assigned activities as required by the Sales & Marketing group.
- 3.9. Achieve periodic performance targets (e.g. monthly, quarterly, and yearly).

She will always endeavour to uphold and raise the Company's reputation in all her communication with others. She will ensure the Company's compliance with all government rules and regulations. She will adhere to the highest standards of corporate governance and ethics. The Consultant will report to the person designated as the reporting manager.

4. **COMPENSATION:** The Consultant will receive a total fixed consultancy fee of **432,000 Pesos (Four Hundred and Thirty-Two Thousand Pesos)** per annum starting from the first day of reporting to work according to this consultancy agreement as mentioned below;
 - 4.1. This annual fixed consultancy fee would be paid **36000 Pesos (Thirty-Six Thousand Pesos)** per month starting from the first day to work, reporting to work accordingly to this consultancy agreement.
 - 4.2. The consultant is entitled to claim mobile phone bills for calls made for work.
 - 4.3. The consultant will be provided with a laptop owned by the company.
 - 4.4. The above consultancy fee is all-inclusive and the consultant is responsible for payment of all their own taxes, superannuation, insurance, provident fund, etc.
 - 4.5. After the completion of 12 months of providing the consultancy services there will be a performance review of the Consultant based on various parameters set by the Company from time to time.

- 4.6. Paragraph 4 of this agreement is the complete compensation arrangements between the Company and Consultant; there are no other compensation agreements outside of these.
5. SERVICES RENDERED: The Consultant will provide their services for 230 (Two hundred and Thirty) days a year, for 9 (Nine) hours a day including lunch break and other breaks of 1 (one) hour.
6. TERMINATION:
- 6.1. The Company or Consultant can terminate this agreement with a prior written notice of 60 days, or immediately with a payment of 60 days Consultant's Fees to be paid by Consultant to Company if the Consultant is terminating, or Company to Consultant if the company is terminating. During the notice period, the Consultant is not entitled to any leave.
- 6.2. The Company may terminate this agreement without any notice for the following reasons:
- 6.2.1. Non-cooperation with the Company.
- 6.2.2. In the event the Consultant shall be guilty of fraud, dishonesty, or any other acts of misconduct.
- 6.2.3. In the event the Consultant shall fail or refuse to faithfully or diligently abide by the terms of this agreement.
- 6.2.4. Failure to provide services for reasons not beyond Consultant's control.
- 6.2.5. Engaging in a business activity, directly or indirectly, competing with the Company's or its clients' business.
- 6.2.6. In the event of a determination of the Board of Directors of the Company to sell or otherwise dispose of substantially all of the assets of the Company or to distribute the Company's assets to its stockholders in liquidation or to discontinue its business.
- 6.2.7. The termination of Consultant's work hereunder by the Company, at its option, upon Consultant's other incapacity or inability to further perform the services as contemplated herein because his/her

physical or mental health shall have become impaired so as to make it impossible or impractical to perform the duties or responsibilities contemplated hereunder.

7. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS:** The Company is involved in the business of Information Technology, business and technology research and development, consulting, and the creation of Intellectual property. The Consultant understands that the protection of the intellectual property is an important consideration for any Company engaged in providing technical products and/or services. The Consultant understands that, upon commencing the consultancy, he will be required to sign confidentiality, nondisclosure, and non-competition agreements by the Company's clients. The Consultant agrees to the following:

7.1. The Consultant agrees to receive confidential and proprietary information of the Company and/or its clients in confidence, and not to disclose such information to others except as authorized by the Company in writing. Confidential and proprietary information shall mean information not generally known to the public that is disclosed or known to the Consultant as a consequence of consultancy with the Company, whether or not pursuant to this agreement.

7.2. Except in the ordinary course of business and as required to perform his/her job duties, the Consultant covenants and agrees not to disclose, directly or indirectly, at any time, whether voluntarily or involuntarily, to anyone not a Consultant or Consultant of the Company, and not to use any secret or confidential information of Company or any parties dealing with Company (whether or not developed by Consultant), unless the Consultant shall first secure the consent of Company in writing or unless the Consultant shall involuntarily be required to do so by a court having competent jurisdiction. The Consultant further covenants and agrees that every document, computer disk, computer software program, notation, record, diary, memorandum, development, investigation, and the like and any method or manner of doing business, of the Company (or containing any other secret or confidential information of Company), made or acquired by Consultant during said consultancy, is and shall be the sole and exclusive property of the Company. The Consultant shall deliver the same (and every copy, disk, abstract, summary, or reproduction of same made by or for Consultant or acquired by Consultant during the course of his/her consultancy) wherever the Company may so require and in any event prior to or at the termination of said consultancy. The Consultant will not use any such information in any way subsequent to his/her consultancy with the Company for a period of 24 Months from the date of his/her leaving the company.

- 7.3. It is understood and agreed by the Consultant that all information of the Company developed or used by its officers, Consultants, or Consultants shall be considered to be secret and confidential to the extent and for so long as it is not available to the public. Any data, e-mails, passwords, or any other information in an electronic medium that may be stored or accessed from or on the computers of the Company or its clients will be the exclusive intellectual property of the Company. The Company reserves the right to copy, delete or use this information in any way it deems fit in the interest of the Company. Consultant agrees to at all times during the term of his/her consultancy with the Company and at all times thereafter, to hold in strictest confidence, and not to, directly or indirectly, use, sell, rent, lecture upon, publish, trade, benefit from, or in any way disclose to, any person, firm, corporation or other entity (except for the benefit of the Company or Company Clients to the extent necessary to perform my obligations to the Company or Company Clients under the Relationship) without the written authorization of the Board of Directors of the Company, any Confidential Information of the Company or Company Clients which is obtained or created. Consultant further agrees not to make copies of such Confidential Information except as authorized by the Company. As used in this Agreement, the term "Confidential Information" means any and all information pertaining to any aspects of the Company's or the Company Clients' business which is either information not known by actual or potential competitors of the Company or the Company Clients or is proprietary information of the Company or the Company Clients, whether of a technical nature or otherwise. Confidential Information shall specifically include all Residuals. For the purposes of this Agreement, "Residuals" shall mean information in non-tangible form, which may be retained by the Consultant, including ideas, concepts, know-how, or techniques. During the term of this agreement, Consultant will not bring onto the premises of the Company or Company Clients any unpublished documents or any property belonging to any former employer or any other person to whom Consultant has an obligation of confidentiality unless consented to in writing by such former employer or person.
- 7.4. Assignment of Inventions. Consultant agrees to promptly disclose to the Company, and hereby irrevocably assign to the Company, or its designee, without any encumbrances, liens, or other charges, all his/her right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements, trade secrets and other intellectual property rights, whether or not patent-able or register-able under the copyright or similar laws, which Consultant may solely

or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of engagement with the Company (collectively referred to as "Inventions"), which shall specifically include any work performed or created by Consultant, in whole or in part, on behalf of the Company for any Company Clients. Consultant agrees to assist the Company, or its designee, in every proper way to secure the Company, or its designee's, rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation's, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company or its designee and any successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, trademarks or other intellectual property rights relating thereto. Consultant further agrees to oblige to execute or cause to be executed, when it is in his/her power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company or its designee is unable because of his/her mental or physical incapacity or unavailability or for any other reason to secure his/her signature to apply for or to pursue any application for any Singapore or foreign patents, copyright, mask works, trademarks or other registrations covering Inventions or original works of authorship assigned to the Company or its designee as above, then Consultant hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in Consultant behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by Consultant. Consultant hereby waives and irrevocably quits any claim to the Company or its designee any and all claims, of any nature whatsoever, which Consultant now or hereafter have for infringement of any and all proprietary rights assigned to the Company or such designee. Any work required by the Company will be performed at the Company's cost at individual reasonable market rates. "Moral Rights" means any rights of paternity or integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right". Consultant hereby waive and agree never to assert any Moral Rights that Consultant may have in

any Inventions or any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights in property owned by Company Clients.

8. **NON-SOLICITATION AND NON-COMPETITION:** The Consultant agrees that, unless waived in writing by the Company, the Consultant shall not, directly or indirectly, during the course of consultancy and for 18 months after termination of the consultancy, either voluntarily or involuntarily, for any reason whatsoever, seek consultancy with the Competitors, Clients or Partners of the Company. The Consultant also agrees not to solicit any of the Company's Consultants to terminate their contractual arrangements with the Company. The clients of the Company shall include those entities or individuals that the Company is placing its Consultants with or doing business/projects for/with. It will include the end user as well as any intermediary entity or individual who has been involved in securing the placement of the Consultant. It will also include the companies that are on Company's Client list and the placement agents or principals involved with the Company. The breach of this covenant shall cause irreparable harm to the Company and will give Company a right to seek an injunction to enforce its rights under this paragraph. The Consultant understands that if he continues working for the client directly or through a third party or solicits other Consultants of the Company to do the same within a twelve-month period of the termination of the Consultant's services with the Company, the Consultant will be liable for 100% of his/her annual fees. During his/her consultancy, the Consultant shall refrain from engaging, directly or indirectly, in an activity competing with the Company's business. The Consultant shall refrain from doing so for 18 month time period after termination of the consultancy. The Consultant shall refrain from using the Company's trade information acquired during the consultancy for his/her benefit or for the benefit of third parties. The Consultant will be obligated not to approach any of the Company's clients for eighteen month time period after termination or otherwise leaving the consultancy of the Company.
9. **GOVERNING LAW:** This agreement shall be construed and enforced in accordance with the laws of Singapore. The Consultant hereby agrees and subjects himself to the jurisdiction of the courts in Singapore.
10. **SEVERABILITY:** Should any provisions of this agreement not be enforceable in any jurisdiction, the remainder of the agreement shall not be affected thereby.
11. **BREACH:** The Consultant is hereby advised to obtain an independent legal review of the provisions of this agreement prior to signing the same. There will be serious consequences for breach and the Company does intend to pursue all its remedies

in case of breach of this contract on part of the Consultant. The Consultant understands that he has no obligation to accept the offer of consultancy extended by the Company. Therefore, prior to the signing of this agreement, the Consultant must consider his/her commitment carefully.

12. **ENTIRE AGREEMENT:** Except those agreements that may be executed between the parties subsequent to the date herein, this contract is the entire agreement between the parties pertaining to the consultancy of the Consultant and supersedes all previous agreements. The terms and conditions cannot be changed unless in writing and signed by both parties.
13. **UNENFORCEABILITY OF PROVISIONS**
If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, such provision or its part, may be excised from the rest of the Agreement and the remainder of the Agreement will continue to be valid and enforceable to the fullest extent possible.
14. **THIRD-PARTY RIGHTS**
Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contract (Rights of Third Parties) Act (Cap. 53B) the application of which legislation is hereby expressly excluded.
15. **Ambiguity in Drafting**
Each Party shall have been deemed to have participated equally in the negotiations in connection with and the drafting of this Agreement and any ambiguity in this Agreement shall not be construed against any purported author thereof.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on this DATE, 24th June 2024.



Chen Shuang
The Company

Hana Patricia Diloy

Diloy Hana Patricia
Consultant