

## CONSULTING AGREEMENT FOR SERVICES

This Consulting Agreement ("Agreement") is being entered into by Wizpresso Limited, a company located at Room 11, Level 4, Core C, Cyberport 3, 100 Cyberport Road, Hong Kong ("Client") and CHANDRA Mario ("Consultant") of Jl. Sukabangun 1, Suka Bangun, Kec. Sukarami, Kota Palembang, Sumatera Selatan, Indonesia on the date of the latter of the two signatures below.

# 1. Services.

Consultant agrees to provide the following services ("Services") to the Client and the Services shall commence on 8 August 2023 and be completed on 29 August 2023:

- Work with stakeholders throughout the organization to identify opportunities for leveraging company data to drive business solutions.
- Mine and analyze data from company databases to drive optimization and improvement of product development.
- Assess the effectiveness and accuracy of new data sources and data-gathering techniques.
- Build custom data models and algorithms to apply to data sets.
- Develop processes and tools to monitor and analyze model performance and data accuracy.

## 2. Compensation.

Client shall pay Consultant an hourly rate of US\$9.50 per hour as compensation for the Services described in para.1. You are required to submit a working schedule for approval seven (7) days before 8 August 2023. Payment shall be payable in arrears into your designated bank account.

# 3. Independent Contractor Relationship.

Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any mandatory provident fund, or any other employee salary taxes.

# 4. Ownership of Work Product.

Consultant agrees that all work product developed by him alone or in conjunction with others in connection with the performance of Services pursuant to this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to research outputs, codes, scripts, inventions, processes, designs, formulae, reports, graphics, product, know-how, and taglines.

# 5. Confidentiality.

**5.1 Definition of Confidential Information.** "Confidential Information" as used in this Agreement shall mean all confidential information belonging to the Client which may include but is not limited to details of suppliers and customers; confidential correspondence, marketing plans, and sales forecasts; confidential financial information, results, and



forecasts; reorganization proposal; details of employees and officers of the Client; information relating to research outputs, codes, scripts, inventions, processes, designs, formulae, reports, graphics, product, know-how, and taglines; any information which you are told is confidential; and any information which has been given in confidence to the Client.

- **5.2 Nondisclosure and Nonuse Obligations.** Consultant agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section, Consultant shall neither use nor disclose the Confidential Information. Consultant may use the Confidential Information solely to perform consulting Services under this Agreement for the benefit of Client.
- **5.3 Exclusion from Nondisclosure and Nonuse Obligations.** Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

## 6. Noncompete.

Consultant shall not engage, directly or indirectly, in any capacity, to be in any competition with Client or any of its subsidiaries, including any company engaged in the business which is in competition with the Client's business during and upon the termination of this Agreement one (1) year thereafter.

#### 7. Indemnification.

Consultant shall reimburse, indemnify and hold harmless Client and its affiliates, owners, employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Client as a result of or in connection with the use or disclosure of the Confidential Information contrary to the terms of this Agreement by Consultant or its affiliates. The term "affiliates" as used in this Agreement shall mean any persons, corporations, partnerships, limited liability companies, or other business entities, which directly or indirectly control, are controlled by, or are in common control with such party to this Agreement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

#### 8. No Public Comment.

Consultant shall not directly or indirectly make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the



prior written consent of Client.

### 9. General Provisions.

- **9.1 Governing Law.** This Agreement shall be governed and interpreted in all respects by the laws of Hong Kong SAR, China ("Hong Kong"). Each of the parties irrevocably consents to the exclusive jurisdiction of the Hong Kong courts for any matter arising out of or relating to this Agreement.
- **9.2** Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- **9.3 Injunctive Relief for Breach.** Consultant agrees that his obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

# 10. Entire Agreement.

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

WHEREFORE, the parties have executed this Agreement as of the date of the latter of the two signatures below.

| Consultant By: CHANDRA Mario Passport No.: Indonesia C7076586 Date: 03/07/2023 | )<br>)<br>) |  |
|--|-------------|--|
| Client   |             |  |
| By: Wizpresso Limited  | )           |  |
| Anson CHENG  | )           |  |
| Financial Controller   | )           |  |
| Date:  | )           |  |