

Independent Contractor Agreement

This agreement is dated 23 July 2019 (the Agreement).

1 Parties

- An individual proprietor and having his address 43 Jurong East ave 1, 609778 (known as the Contractor).
- A limited liability company incorporated and having its registered office at at ?? (known as the Company).

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

2 Agreed Terms

The term of this Agreement shall begin on 26 of May 2020 and will continue unless terminated earlier as set forth in this Agreement. The term of this Agreement may be terminated anytime by mutual agreement between the parties.

3 Services & Charges

The Contractor will provide the following services:

Activity	Amount (SGD)
warehouse environment	800
reinforcement learning agent	2000
warehouse space optimization	500
finetuning agent on real-life data	500
final API	200
Total	4000

The Contractor shall take direction from anyone as directed by Companys Board of Directors. Additional services or amendments to the services described above may be agreed upon between the parties.

4 Payment Terms

Before providing the services as outlined above, the Contractor will be paid the sum of **\$4,000 SGD at the end of the project**. Payment will not include any GST. The Company will be invoiced once prior to the services rendered;with services having begun before payment is received. Payments are not subjected to change.

5 Relationship

The Contractor will provide the Contractors services to the Company as an independent contractor and not as an employee.

- The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Companys failure to withhold and/or remit any taxes, employment insurance premiums contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractors contractual obligations to the Company.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

6 Confidentiality and Intellectual Property

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Companys confidentiality and proprietary information agreement which forms an integral part of this Agreement. If the Contractor retains any employees or contractors of its own who will perform services here under, the Contractor shall ensure that such employees or contractors execute an agreement no less protective of the Companys intellectual property and confidential information than the attached agreement.

The Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractors obligations here under and that the Contractor will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

7 Indemnity

The Contractor agrees that it shall defend, indemnify and hold harmless The Company and its directors, officers, employees, shareholders, agents from and against any losses, damages, liabilities, shifts and expenses (including reasonable attorneys fees) (collectively, Losses) attributable to third party claims for bodily injury or property damage but only if such Losses were caused by, or resulted from, a negligent act or omission or willful misconduct of the Contractor or its employees or representatives.

8 Termination

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor 30-calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company 30-calendar days notice of Contractors intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

9 Obligations Surviving Termination of this Agreement

All obligations to preserve the Companys Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

10 Entire Agreement

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

11 Assignment

This Agreement shall inure to the benefit of and shall be binding upon each partys successors and assigns. Neither party shall assign any right or obligation here under in whole or in part, without the prior written consent of the other party.

12 Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date stated at the beginning.

Executed by Pierre Sevestre and Victor Ruelle acting by the undersigned:

Signature : _____

Signature : _____