

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made the            day of            2025

**Between**        **MARC KUHL**, an individual with an address at 50, Aruma Way, City Beach WA 6015 ("**MARC**") of the one part;

**And**                **LIU HAN CHAO**, an individual with an address at K-43-01, Residensi Duta Kiara, Jalan Duta Hartamas, 50480 Kuala Lumpur (hereinafter referred to as "**HAN**") of the other part.

(Individual and collectively referred to as "Party" and "Parties" respectively)

### WHEREAS:

- A.        **SORR ASSETS PTY LTD (acn 681 710 734)**, an Australian company, with an address at 50 Aruma Way City Beach WA 6015 ("**SORR ASSETS**") is a company that specialises in sustainable environmental solutions, oil spill remediation, pollution control, water management, and generally in the provision of sustainable oil recovery and remediation solutions using among others GYROID technology ("**SORR solutions**").
- B.        MARC is one of the founders and directors of SORR ASSETS.
- C.        HAN is a director of Superlon Worldwide Sdn Bhd ("**Superlon**") a company that specialize among others in manufacturing nitrile butadiene rubber foams and other rubber products.
- D.        MARC and HAN have agreed to collaborate with each other and use their respective expertise to manufacture SORR solutions products for worldwide sale and distribution.
- E.        MARC and HAN had agreed to form a joint venture company to carry out the collaboration to manufacture SORR solutions products for worldwide sale and distribute and to position themselves as leaders in pollution control and environmental sustainability by harnessing SORR's GYROID technology, particularly through the innovative SORR Gyroid Sponge.
- F.        The Parties are desirous of entering into this Agreement to set out their agreement on the joint venture and the conduct of the business of the joint venture company in the spirit of mutual confidence and co-operation upon the terms and conditions hereinafter appearing.

**IT IS HEREBY AGREED** as follows:-

**1. PARTIES' INTENTION**

- 1.1 It is the intention of the Parties hereto to jointly incorporate a new company ("**the JVC**") as their joint venture company to manufacture SORR solutions products for worldwide sale and distribution.
- 1.2 MARC and HAN hereby agree to enter into this Agreement to set out their agreement to enter into a joint venture to position SORR ASSETS, Superlon and themselves as leaders in pollution control and environmental sustainability through the JVC and conduct of business in the JVC upon the terms and conditions hereinafter appearing.

**2. INCORPORATION OF THE JVC**

- 2.1 MARC and HAN hereby agree that the JVC shall be incorporated in Singapore as a private limited company and the shareholding shall be 50% to MARC and/or his nominees and 50% to HAN and/or his nominees.
- 2.2 The Parties hereto mutually agree that the JVC shall be incorporated within three (3) months from the date of this Agreement or such extended period as may be mutually agreed by the parties hereto and the name of the JVC, the tradename and branding shall be mutually agreed by the parties hereto.
- 2.3 The Parties hereto agree that a formal shareholders agreement shall be entered into between the shareholders of the JVC.

**3. BUSINESS AND OBJECTIVES**

- 3.1 The business of the JVC ("**Business**") shall be for the sole purpose of the manufacturing the SORR solutions products by harnessing SORR's GYROID technology, particularly through the innovative SORR Gyroid Sponge for worldwide sale and distribution and such other business as may be approved by the Board of Directors of the JVC from time to time.
- 3.2 The parties hereto mutually agree that the business of the JVC shall be conducted in good faith and with high integrity and in the best interests of the JVC in accordance with good and sound commercial profit-making principles
- 3.3 The objectives of the joint venture in this Agreement are among others as follows:-
  - i. To establish the JVC as market leader in the pollution control through the development and distribution of a range of innovative products using SORR's proprietary GYROID technology to address both local and global environmental challenges;

- ii. To develop local manufacturing and assembly operations by establishing high-quality production facilities in collaboration with SORR ASSETS and to utilise materials sourced through HAN or Superlon to produce advanced pollution control products;
  - iii. To expand export capabilities into global market by first targeting key markets across Southeast Asia, the Middle East, Europe, and beyond while positioning SORR ASSETS and the Manufacturing JVC as global hubs for sustainable pollution control solutions;
- 3.4 The Parties hereto mutually agree that the JVC will carry out the manufacturing or cause the carrying out of manufacturing to produce advanced pollution control products by leveraging proprietary SORR GYROID technology and materials sourced through HAN or Superlon. These manufacturing so carried out will focus on scaling production to meet the growing demand for innovative environmental solutions, both domestically and globally. The production focus will be initially the SORR Gyroid Sponge, then SORR Gyroid Booms, Socks, Filters, Spill Kits and others to be decided by the parties hereto.

#### 4. THE JVC PRODUCTS

- 4.1 MARC and HAN mutually agree that the JVC will offer an extensive range of products designed to solve pollution control challenges across multiple industries. At the core of these products is SORR's GYROID technology, offering high-performance filtration, pollutant absorption, and waste management solutions. The Product Line which the JVC intends to manufacture will among others be as follows:-
- **SORR Gyroid Sponge:** A sustainable, reusable, and recyclable material that effectively absorbs hydrocarbons, nano plastics, and pollutants from water, making it ideal for both marine and industrial applications.
  - **SORR Gyroid Booms:** Containment barriers designed to capture oil spills and waterborne pollutants, providing effective protection for marine environments.
  - **SORR Gyroid Socks:** Absorbent tubes that capture leaks and spills around machinery and industrial spaces.
  - **SORR Gyroid Filters:** Customisable filtration solutions that remove pollutants such as nano plastics, heavy metals, and hydrocarbons from water and air.
  - **Spill Kits:** Comprehensive kits containing SORR Gyroid Booms, Socks, and Sponges for rapid deployment in pollution response scenarios.

- **Smart Traff Logs:** Advanced stormwater management solutions designed to capture and filter contaminants in urban environments.
- **ESCE (Environmentally Sustainable Circular Economy) Units:** On-site storage solutions for used materials, allowing for recycling and end-of-life management in alignment with a circular economy approach.

## **5. THE SALE AND MARKETING OF THE JVC PRODUCTS**

- 5.1 MARC and HAN mutually agree that the main objective of the JVC is to manufacture the JVC products for sale, marketing and distribution globally to SORR ASSETS and all of SORR ASSETS group of companies worldwide whether existing or to be formed in the near future.
- 5.2 MARC intends to set up companies in Malaysia, Taiwan, Vietnam and Singapore under the SORR group of companies to market, sell, and distribute the JVC products and SORR solutions products.
- 5.3 MARC hereby agrees that HAN and/or his nominees can take up 30% shareholding in their SORR companies so set up in Malaysia, Taiwan, Vietnam and Singapore as stated in Clause 5.2 above. HAN and/or his nominees shall separately enter into a formal shareholder agreement with SORR ASSETS and MARC and/or their nominees in these companies in Malaysia, Taiwan, Vietnam and Singapore to set out the terms and arrangements with each other in each of these companies.
- 5.4 MARC shall cause these companies in each of the country referred to in Clauses 5.2 and 5.3 above to take strategic steps to advance SORR solutions in these countries.

## **6. FINANCING ARRANGEMENTS OF THE JVC**

- 6.1 MARC and HAN hereby agree that the initial capital and the funding requirement for the JVC shall be mutually agreed by the parties hereto.
- 6.2 The net profits from the JVC shall be distributed proportionally based on the Parties' respective shareholdings in the JVC.
- 6.3 The operational costs of the JVC including manufacturing, marketing, distribution and Research and Development shall be borne by the parties and/or the shareholders of the JVC proportionally to the parties' respective shareholdings in the JVC.
- 6.4 Any additional capital required for expansion shall be subject to a joint funding proposal and approval by both Parties.

- 6.5 The Parties hereto mutually agree that the JVC shall use contract manufacturer to produce the JVC Products and SORR solutions products until such time when the JVC is ready to set up its own manufacturing facilities.

## **7 RIGHTS AND OBLIGATIONS OF MARC**

- 7.1 MARC shall provide and shall jointly and severally ensure that SORR ASSETS and its group of companies shall provide the JVC with the technical expertise, intellectual property and product development support in the design and fabrication of the JVC Products as set out in Clause 4 above, including the technology and the rights to the technology to manufacture the JVC Products and such other SORR solutions products at all times.
- 7.2 MARC shall further ensure the exclusive purchase of all SORR solutions products by the SORR ASSETS group of companies worldwide from the JVC and facilitate the export and delivery of all orders by the JVC to the SORR entities for orders so placed by them. MARC shall ensure and shall also cause SORR ASSETS to ensure quality control and regulatory compliance for manufactured products of the JVC.
- 7.3 MARC shall provide and shall also ensure that SORR ASSETS group of companies provide ongoing operational management support to the JVC.
- 7.4 MARC shall provide or cause to be provided all relevant information and documents, including drawings, patent applications or grants whatsoever relating to the technology for the production of all the JVC Products and SORR solutions products or technology for the manufacturing by the JVC or to be used by the JVC and assist in the establishment of regional market expansion agreements.
- 7.5 MARC shall render or shall also cause SORR ASSETS to render all necessary support as and when requested and required by HAN to ensure the smooth and successful implementation of the collaboration as envisaged in this joint venture.

## **8. RIGHTS AND OBLIGATIONS OF HAN**

- 8.1 HAN shall be responsible to take step to have the JVC set up in Singapore with the co-operation and support from MARC and SORR ASSETS.
- 8.2 HAN shall contribute local market knowledge and insights necessary for establishing the JVC and the companies envisaged in this joint venture.
- 8.3 HAN shall handle or cause to be handled the establishment and management of the manufacturing and production operations of the JVC including engagement of contract manufacturer.

- 8.4 In the event that the JVC is ready to set up its own manufacturing facility, HAN will take the lead in the site selection, facility design, equipment specifications and procurement, commissioning of manufacturing lines and incidental and will contribute his experiences in manufacturing of foam, rubber and nitrile-based products.

## **9 DIRECTORS**

The Board of the JVC shall comprise four (4) Directors of which two (2) shall be nominated and appointed by MARC and two (2) shall be nominated and appointed by HAN. It is provided that a nominee local director if required by the country of incorporation of the JVC to have one, that director will not be counted as one of the four (4) directors.

## **10 INTELLECTUAL PROPERTY (IP) RIGHTS**

- 10.1 The Parties hereto agree that SORR ASSETS shall retain ownership of all proprietary technology, patents, and trademarks related to the Gyroid Sponge and other SORR solutions.
- 10.2 MARC hereby agrees and shall also cause SORR ASSETS to agree that the JVC shall have a non-exclusive, license to use SORR's IP for manufacturing, marketing, and sales.
- 10.3 The Parties hereto further agree that any jointly developed technology will be owned by the JVC upon terms and conditions to be set out in a separate IP Agreement.

## **11. MANAGEMENT AND OPERATION OF THE JVC**

- 11.1 The Board of Directors of the JVC shall have the overall supervision and control of the JVC.
- 11.2 The parties hereto agree to form a Joint Management Committee ("**JMC**") comprising of representatives from both parties to oversee strategy, financial decisions, compliance and operational effectiveness of the JVC.
- 11.3 The JMC shall meet quarterly to review performance and approve new initiatives unless agreed otherwise.
- 11.4 Major decisions including capital investments, mergers, or significant partnerships, will require unanimous approval by the JMC.
- 11.5 The day to-day operational decisions will be managed by appointed executives from both Parties.

## **12. IMPLEMENTATION OF AGREEMENT**

In entering into this Agreement, the Parties recognize that it is impractical to make provision for every contingency that may arise in the course of observance or performance hereof. Accordingly the Parties hereby declare that it shall be their intention that this Agreement shall operate between them in accordance with the principle of good faith, with fairness and without detriment to the interests of any of them and if in the course of the performance of this Agreement, unfairness to any party hereto is disclosed or anticipated, then the parties hereto hereby agree to use best endeavours to agree upon such action as may be necessary and equitable to remove the cause(s) of such unfairness.

## **13. DURATION AND TERMINATION OF AGREEMENT**

13.1 This Agreement shall take effect from the date of this Agreement and will continue to be valid and enforceable until the happening of the following events:-

- (a) In the event of a breach that is rectifiable and the same is not rectified after thirty (30) days notice is given;
- (b) In the event of a fundamental breach of this Agreement which cannot be rectified;
- (c) in the event that the party hereto do not hold any shares in the JVC directly or indirectly; and
- (d) in the event of financial insolvency of either party.

13.2 The termination of this Agreement for any cause shall not affect any rights or obligations of the parties hereto in relation to anything done or omitted to be done prior to such termination and the provisions of this Agreement shall continue to bind the parties insofar and for so long as may be necessary to give effect to such rights and obligations.

## **14. CONFIDENTIALITY**

Each party hereto hereby covenants and undertakes with the other parties not to divulge the contents of this Agreement any incidental agreements or documents to any third party or parties and shall ensure that his employees, advisers and agents shall not at any time during or after the subsistence of this Agreement and either directly or indirectly divulge the contents of this Agreements and any incidental agreements to any third party or parties or use any confidential information which the former party may pursuant to this Agreement come to possess or be aware of in relation to the businesses, activities, affairs, operation, clientele, services and products of any of the latter party without the prior written consent to that latter party. The confidentiality obligations herein shall survive the termination of this Agreement.

**15. NO PARTNERSHIP**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties nor constitute any Party, the agent of the other Party or otherwise entitle any Party to have any authority to bind the other Party in any way and/or for any purpose.

**16. ASSIGNMENT**

Except as expressly permitted by this Agreement, no Party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other Parties.

**17. SEVERABILITY**

In the event that any term, condition or provision of this Agreement is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted with similar or equivalent economic and legal consequences so that the respective rights and obligations of the Parties shall continue to be maintained.

**18. ENTIRE AGREEMENT**

This Agreement embodies the entire understanding of the parties hereto in relation to its subject matter.

**19. COSTS**

The cost of preparation of this Agreement and out-of-pocket in relation to the preparation, negotiation and execution of this Agreement and all stamp duties hereon shall be borne by the Parties in equal shares.

**20. NOTICES**

Subject as otherwise provided in this Agreement, all notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post addressed to the intended recipient thereof at its address set out below or sent by email to the

person's email address set out below (or to such other address, email address and/or contact person as any Party may from time to time notify the other Party):-

- (a) MARC  
Address: 22, The Peninsula, Killarney Vale, NSW 2261  
Email address: m.kuhl@sorr.com.au
  
- (B) HAN  
Address: K-43-01, Residensi Duta Kiara, Jalan Duta Hartamas, 50480 Kuala Lumpur  
Email address: h.liu@superlon.com.my

## **21. DISPUTE RESOLUTION**

- 21.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore.
  
- 21.2 If any dispute or difference shall arise between the parties hereto, the dispute shall be resolved amicably through negotiation. If unresolved, disputes will be submitted to arbitration in Singapore.

## **22. WAIVER**

A failure on the part of a Party in exercising any power right or remedy under this Agreement shall not operate as a waiver of such power right or remedy, nor shall any single or partial exercise of any power right or remedy preclude the further or other exercise thereof, or the exercise of any other power right or remedy which it may have.

## **23. FORCE MAJEURE**

Neither Party shall be liable to the other Party for any delay or failure in fulfilling any of the former Party's obligations hereunder if such delay or failure is due to or caused by Acts of God, strike, lockout, riot, civil commotion, acts of war, enemy action, terrorism, shortage of labour or materials, embargo, government restriction, loss or damage by fire, flood, tempest, tsunami, earthquake or any other reason beyond the reasonable control of the former Party.

## **24. PARTIES AUTHORITY**

The parties hereto represent and warrant to each other that each has the requisite power and authority to enter into and perform the terms and conditions of this Agreement, and that the parties have done and will continue to do all necessary in order for this Agreement to be valid, binding and legally enforceable upon the parties in accordance with its terms and conditions.

**25. SUCCESSORS BOUND**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and permitted assigns.

**IN WITNESS WHEREOF** the Parties have hereunto set their respective hands and seals the day and year first above written.

Signed by **MARC KUHL** )  
In the presence of )

Signed by **LIU HAN CHAO** )  
In the presence of )