

Date: [REDACTED]

[REDACTED]  
("Party A")

and

[REDACTED]  
("Party B")

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**INDEPENDENT CONTRACTOR AGREEMENT**

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# INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**") is made on \_\_\_\_\_ between:

(1) \_\_\_\_\_ (Company Reg. No.: \_\_\_\_\_) whose \_\_\_\_\_ and \_\_\_\_\_ office is at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("**Party A**"); and

(2) \_\_\_\_\_ (NRIC/Passport No.: \_\_\_\_\_) of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("**Party B**").

Each of the Party A and the Party B is \_\_\_\_\_ to as "**Party**" and \_\_\_\_\_, as "**Parties**".

## RECITALS

Party A is \_\_\_\_\_ to \_\_\_\_\_ Party B and Party B \_\_\_\_\_ to accept the \_\_\_\_\_ subject to \_\_\_\_\_ in \_\_\_\_\_ with the \_\_\_\_\_ and \_\_\_\_\_ of this \_\_\_\_\_.

Now it is hereby \_\_\_\_\_ between the \_\_\_\_\_ as follows:

### 1. DEFINITIONS

In this \_\_\_\_\_, the \_\_\_\_\_ expressions \_\_\_\_\_, save \_\_\_\_\_ the context \_\_\_\_\_ requires, \_\_\_\_\_ the following \_\_\_\_\_:

**Agreement** \_\_\_\_\_ this written \_\_\_\_\_ and the \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (as \_\_\_\_\_) which \_\_\_\_\_ form an \_\_\_\_\_ part of this \_\_\_\_\_, and any \_\_\_\_\_ which \_\_\_\_\_ or are \_\_\_\_\_ to this \_\_\_\_\_;

**Background IPR** means all \_\_\_\_\_ Property \_\_\_\_\_ (regardless of the \_\_\_\_\_ or \_\_\_\_\_ in which \_\_\_\_\_ are \_\_\_\_\_ or \_\_\_\_\_) (i) owned by or \_\_\_\_\_ to a \_\_\_\_\_ prior \_\_\_\_\_ the \_\_\_\_\_ of the \_\_\_\_\_ or (ii) \_\_\_\_\_ generated \_\_\_\_\_ a Party \_\_\_\_\_ this \_\_\_\_\_ and \_\_\_\_\_ which is \_\_\_\_\_ by such \_\_\_\_\_ to the other \_\_\_\_\_ for use \_\_\_\_\_ or \_\_\_\_\_ the \_\_\_\_\_ of the \_\_\_\_\_ under this \_\_\_\_\_ ( \_\_\_\_\_ specifically \_\_\_\_\_ any New \_\_\_\_\_ );

**Confidential Information** means \_\_\_\_\_ of a \_\_\_\_\_ nature ( \_\_\_\_\_ of the \_\_\_\_\_ or \_\_\_\_\_ in which it is \_\_\_\_\_ or stored) \_\_\_\_\_, but not \_\_\_\_\_ to, trade \_\_\_\_\_ or \_\_\_\_\_ or \_\_\_\_\_ operations and \_\_\_\_\_ to information \_\_\_\_\_ to \_\_\_\_\_ (or \_\_\_\_\_ of its \_\_\_\_\_): business; \_\_\_\_\_; strategy; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; know-how; \_\_\_\_\_; business \_\_\_\_\_; finances; \_\_\_\_\_; transactions; \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ lists other \_\_\_\_\_ whether \_\_\_\_\_ to \_\_\_\_\_ or \_\_\_\_\_ customer of or \_\_\_\_\_ to Party A \_\_\_\_\_ any such similar \_\_\_\_\_ which Party B \_\_\_\_\_ come know, has \_\_\_\_\_, or \_\_\_\_\_ by \_\_\_\_\_ of or \_\_\_\_\_ to this \_\_\_\_\_;

**Contract Term** \_\_\_\_\_ the \_\_\_\_\_ of the \_\_\_\_\_ to be \_\_\_\_\_ by Party B to \_\_\_\_\_ A as \_\_\_\_\_ out in \_\_\_\_\_ of this \_\_\_\_\_;

**Deliverables** \_\_\_\_\_ the \_\_\_\_\_ required \_\_\_\_\_ be \_\_\_\_\_ to \_\_\_\_\_ A as \_\_\_\_\_ of the \_\_\_\_\_ to be provided by \_\_\_\_\_ under this \_\_\_\_\_, as \_\_\_\_\_ out in \_\_\_\_\_ of this \_\_\_\_\_;

**Force Majeure**

any or beyond the control of Party by the of all diligence, prevents or due of the of such under this , including ( not to) acts of , civil or by authorities acts of and authority, extreme conditions; labour of whatever including, prejudice to of , to rule, and (other labour by the of the claiming force only), of the or air, fire, , drought, , pandemic, , riot, , sabotage and , provided the mere of labour , equipment or shall not an of force unless by or which are an event of majeure;

**Intellectual Property Infringement**

any use Party A of any IPR to which the Property or any rights of a third ;

**Intellectual Property Rights**

means , all rights to , prototypes, , techniques or processes, , data, , and rights, rights, and service , trade names, names, , rights to , rights in , rights in software ( source code and code), rights, in Confidential (including how and secrets) any other property rights in case whether or and all (or to apply) for, and or of, such and or equivalent which or will or in the in any part of the ;

**New Material**

any and all Property generated by arising and from the ;

**Professional Indemnity Insurance**

means liability cover protects when for ;

**Remuneration**

means the payable by to Party B this , as set in of this ;

**Services**

the duties and to be and out by for Party A as set out in of this .

**2. INTERPRETATION**

- 2.1 The headings to are inserted for only and not affect the of this .
- 2.2 In this , references to provisions be as to those as or or as application is by other ( or the of this ) from to and shall references any of which are re-enactments ( with without ).
- 2.3 any is more than one :
  - 2.3.1 Party's in this shall take as joint several ;
  - 2.3.2 to Party include, the context , that Party's in title;
  - 2.3.3 in this to which any is to do include, the context , a to comply and/or and .

2.4 The [redacted] and [redacted] imposed by [redacted] Agreement in [redacted] to, and [redacted] in [redacted], the [redacted] and [redacted] imposed or [redacted] by law.

### 3. APPOINTMENT

3.1 Party A [redacted] to [redacted] Party B to [redacted] the [redacted] stated in [redacted] for the [redacted] Term [redacted] out in [redacted] in [redacted] with the [redacted] and [redacted] of this [redacted].

3.2 This [redacted] shall [redacted] into full [redacted] and [redacted] on the [redacted] upon [redacted] this [redacted] is [redacted] by the [redacted] and shall [redacted] until the [redacted] of the [redacted] Term or the [redacted] of [redacted] in [redacted] with the [redacted] of [redacted] Agreement [redacted] is the [redacted].

### 4. REMUNERATION

4.1 In [redacted] of Party B [redacted] to [redacted] out the [redacted] to Party A in [redacted] with [redacted] and [redacted] of [redacted] Agreement [redacted] shall pay [redacted] the [redacted] in [redacted] with [redacted].

4.2 The [redacted] is [redacted] of the following [redacted] expenses [redacted] by [redacted] in [redacted] of the [redacted] under this [redacted]:

4.2.1 [redacted];

4.2.2 [redacted];

[redacted] shall reimburse [redacted] for the [redacted] expenses [redacted] that [redacted] shall [redacted] Party A [redacted] with [redacted] or other [redacted] of such [redacted].

4.3 In any [redacted] that [redacted] requires [redacted] services [redacted] included [redacted] the [redacted] of the [redacted] this [redacted], both [redacted] agree to [redacted] discuss and [redacted] on [redacted] acceptable [redacted] for the [redacted] services.

4.4 [redacted] Remuneration [redacted] under this [redacted] shall be in [redacted] and, [redacted] otherwise [redacted], is [redacted] of [redacted] taxes [redacted] by the [redacted] from time to [redacted] and [redacted] to it (including [redacted] tax).

4.5 [redacted] shall [redacted] an [redacted] for the [redacted] together [redacted] any taxes [redacted] by [redacted] from [redacted] to [redacted] and as [redacted] to it ( [redacted] services ) and [redacted] expenses (if [redacted]) to [redacted] in [redacted] with [redacted] payment [redacted] stated [redacted] in [redacted] and upon [redacted] the [redacted] shall [redacted] a [redacted] receipt to [redacted].

4.6 The [redacted] shall be [redacted] by [redacted] timesheets, [redacted] for the [redacted] expenses [redacted] and/or [redacted] out the work [redacted] by Party B [redacted] the period [redacted] by the [redacted].

4.7 [redacted] shall pay [redacted] invoices within [redacted] days of [redacted] of full [redacted].

4.8 If [redacted] item or [redacted] of any [redacted] of an invoice [redacted] by Party B is [redacted] or subject to [redacted] by [redacted] or the [redacted] of the [redacted] is [redacted] up to the [redacted] of Party A, [redacted] shall [redacted] be [redacted] to withhold [redacted] in [redacted] of the [redacted] amount and [redacted] that [redacted], at its [redacted] own [redacted] and [redacted], to [redacted] the [redacted] up to the [redacted] of [redacted].

4.9 If, in [redacted] opinion of [redacted], Party B is in [redacted] of this [redacted], Party A [redacted] be [redacted] to [redacted] any [redacted] or part [redacted] that may [redacted] due or [redacted] to [redacted] without [redacted] to any [redacted] or [redacted] that [redacted] have [redacted] to Party A [redacted] to the [redacted] in [redacted] of this [redacted] terminated by [redacted].

### 5. REPRESENTATIONS AND WARRANTIES

5.1 [redacted] represents and [redacted] warrants to [redacted] that at all [redacted] during the [redacted] of this [redacted]:

5.1.1 [redacted] has the [redacted] licences to [redacted] and [redacted] the [redacted] and is in [redacted] and will [redacted] to be in [redacted] with the [redacted] of any [redacted] or bodies [redacted] to it;

5.1.2 [redacted] is [redacted] and [redacted] the [redacted] skills, [redacted] and [redacted] to [redacted] provide, [redacted] and [redacted] the [redacted] on the [redacted] set [redacted] in this [redacted] and [redacted] all [redacted] skill, [redacted] and [redacted] to be [redacted] of a [redacted] and [redacted] individual [redacted] is [redacted] in [redacted] out [redacted] of [redacted], scope, [redacted] and [redacted] to the [redacted] under this [redacted];

- 5.1.3 In the \_\_\_\_\_ that \_\_\_\_\_ is a \_\_\_\_\_, Party B \_\_\_\_\_ valid \_\_\_\_\_ pass or \_\_\_\_\_ issued \_\_\_\_\_ the Immigration \_\_\_\_\_ of \_\_\_\_\_ at all times \_\_\_\_\_ the \_\_\_\_\_ which \_\_\_\_\_ Party B to \_\_\_\_\_ out the \_\_\_\_\_ in \_\_\_\_\_;
- 5.1.4 \_\_\_\_\_ provided by \_\_\_\_\_ under this \_\_\_\_\_ will not \_\_\_\_\_ or \_\_\_\_\_ any \_\_\_\_\_ property \_\_\_\_\_ or \_\_\_\_\_ rights of \_\_\_\_\_ third \_\_\_\_\_ or in \_\_\_\_\_ of \_\_\_\_\_ rules, \_\_\_\_\_ or \_\_\_\_\_;
- 5.1.5 \_\_\_\_\_ is not \_\_\_\_\_;
- 5.1.6 \_\_\_\_\_ at the \_\_\_\_\_ of this \_\_\_\_\_, \_\_\_\_\_ is not \_\_\_\_\_ in any \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_ other \_\_\_\_\_ for dispute \_\_\_\_\_, and to \_\_\_\_\_ knowledge \_\_\_\_\_ are no \_\_\_\_\_ or other \_\_\_\_\_ for \_\_\_\_\_ resolution \_\_\_\_\_ against it \_\_\_\_\_ pending \_\_\_\_\_; and
- 5.1.7 \_\_\_\_\_ it is in \_\_\_\_\_ and \_\_\_\_\_ comply \_\_\_\_\_ all laws \_\_\_\_\_ to it.

## 6. PLACE OF WORK

- 6.1 \_\_\_\_\_ shall \_\_\_\_\_ the \_\_\_\_\_ work at \_\_\_\_\_ office of \_\_\_\_\_ or \_\_\_\_\_ other \_\_\_\_\_ as \_\_\_\_\_ be to it \_\_\_\_\_ from \_\_\_\_\_ other place \_\_\_\_\_ is reasonably \_\_\_\_\_ for \_\_\_\_\_ proper \_\_\_\_\_ of \_\_\_\_\_

## 7. INSURANCE

- 7.1 \_\_\_\_\_ to have \_\_\_\_\_ maintain \_\_\_\_\_ the \_\_\_\_\_ of this \_\_\_\_\_ a \_\_\_\_\_ Indemnity \_\_\_\_\_ in \_\_\_\_\_ with the \_\_\_\_\_ of the \_\_\_\_\_. The \_\_\_\_\_ will include \_\_\_\_\_ and \_\_\_\_\_ that will \_\_\_\_\_ Party B's \_\_\_\_\_ liability \_\_\_\_\_ this.
- 7.2 Upon \_\_\_\_\_ by \_\_\_\_\_ Party B \_\_\_\_\_ provide a \_\_\_\_\_ of its \_\_\_\_\_ of \_\_\_\_\_ insurance \_\_\_\_\_ to Party A.

## 8. OBLIGATIONS

- 8.1 Party B \_\_\_\_\_:
- 8.1.1 \_\_\_\_\_ the \_\_\_\_\_ in \_\_\_\_\_ with the \_\_\_\_\_ set \_\_\_\_\_ in this \_\_\_\_\_;
- 8.1.2 \_\_\_\_\_ all \_\_\_\_\_, technical \_\_\_\_\_ and \_\_\_\_\_ which are \_\_\_\_\_ for the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_;
- 8.1.3 \_\_\_\_\_ with the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ always \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_;
- 8.1.4 provide \_\_\_\_\_ with \_\_\_\_\_ necessary \_\_\_\_\_, consultation and \_\_\_\_\_, and \_\_\_\_\_ effectively \_\_\_\_\_ and \_\_\_\_\_ in \_\_\_\_\_ with \_\_\_\_\_ (where \_\_\_\_\_);
- 8.1.5 not \_\_\_\_\_ on or \_\_\_\_\_ in any \_\_\_\_\_ or business \_\_\_\_\_ is \_\_\_\_\_ with the \_\_\_\_\_ of \_\_\_\_\_ duties \_\_\_\_\_ this \_\_\_\_\_, and \_\_\_\_\_ not hold, \_\_\_\_\_ or \_\_\_\_\_ a \_\_\_\_\_ in \_\_\_\_\_ trade \_\_\_\_\_ in \_\_\_\_\_ its \_\_\_\_\_ is in \_\_\_\_\_ with its \_\_\_\_\_ under \_\_\_\_\_ this \_\_\_\_\_;
- 8.1.6 \_\_\_\_\_ with all \_\_\_\_\_ laws in \_\_\_\_\_ performance of \_\_\_\_\_ Services;
- 8.1.7 \_\_\_\_\_ the best \_\_\_\_\_ to \_\_\_\_\_ out the \_\_\_\_\_ and \_\_\_\_\_ the \_\_\_\_\_ in \_\_\_\_\_ the time \_\_\_\_\_ set \_\_\_\_\_ in this \_\_\_\_\_;
- 8.1.8 act \_\_\_\_\_ good \_\_\_\_\_ and not \_\_\_\_\_ anything \_\_\_\_\_ is prejudicial to \_\_\_\_\_;
- 8.1.9 do all \_\_\_\_\_ in the \_\_\_\_\_ course of \_\_\_\_\_ which \_\_\_\_\_ reasonably \_\_\_\_\_ or \_\_\_\_\_ in its \_\_\_\_\_;
- 8.1.10 \_\_\_\_\_ the \_\_\_\_\_ to the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_
- 8.1.11 at all \_\_\_\_\_ comply with all \_\_\_\_\_ rules of \_\_\_\_\_.
- 8.2 Party A \_\_\_\_\_:
- 8.2.1 \_\_\_\_\_ reasonable \_\_\_\_\_ as \_\_\_\_\_ to Party B in \_\_\_\_\_ such \_\_\_\_\_ information \_\_\_\_\_ is \_\_\_\_\_ its \_\_\_\_\_ as \_\_\_\_\_ be \_\_\_\_\_ required by \_\_\_\_\_ for the \_\_\_\_\_ out \_\_\_\_\_ the \_\_\_\_\_;

8.2.2 this of the to Party B in with the set in  
in of the of the by in  
with the of this ;

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Party ownership its own . Party B Party A a  
free, licence to its IPR to extent to allow  
to enjoy the of the Services the Party A Party B the  
Contract a non-exclusive, ( the to ), to its  
IPR to extent (if at ) to allow to out the

9.2 New shall the sole of and hereby assigns  
all , title and in to the Material to upon shall  
to the to out the

9.3 Party B :

9.3.1 communicate particulars of New Material to ,

9.3.2 appropriate all and do all at cost Party  
A to obtain for the in any or to the  
in

9.4 will and hold Party A any loss, or (including  
costs and and any costs and paid Party A to  
or any ) by Party A in of any made  
in of Intellectual Infringement that shall be at  
its and at its expense a time ( being of essence)  
to:

9.4.1 the for to using the as ;

9.4.2 to such , modifications or to so that it  
without a material in , value or ;  
or

9.4.3 the with substitutes that substitutes do  
entail a diminution in , value or ;

that in event of a of Property :

9.4.3.1 shall notify of any in of which wishes  
to be as as possible becoming of  
the ;

9.4.3.2 shall give sole of the or of any  
;

9.4.3.3 shall at any admit or settle or  
any except the express of ;

9.4.3.4 shall such as shall require  
of the of the or of the provided  
shall the costs of incurred providing

## 10. NOT A PARTNERSHIP OR AN AGENCY

10.1 is an contractor all of this

10.2 and declare they are partners and in this shall  
as a partnership them.

10.3 in this shall be as the of and  
between and

## 11. INDEMNITY

- 11.1 [redacted] agrees to [redacted] and keep [redacted] Party A [redacted] and [redacted] any [redacted] all [redacted], damage or liability [redacted] by [redacted] (including [redacted] loss, [redacted] or [redacted] paid by [redacted] to [redacted] settle any [redacted] by a third [redacted]) resulting [redacted]:
- 11.1.1 a [redacted] of [redacted] of the [redacted] of this [redacted] by [redacted]; and/or
- 11.1.2 [redacted] act, [redacted] or [redacted] of [redacted].
- 11.2 In [redacted] event, the [redacted] agree [redacted] the [redacted] aggregate [redacted] of [redacted] to Party A ([redacted] but [redacted] limited to all [redacted] or [redacted] howsoever [redacted] under [redacted] of the [redacted] of [redacted] of [redacted], or for [redacted] of [redacted], or for [redacted], or [redacted]), [redacted] or in [redacted] of [redacted] or the [redacted] hereunder, [redacted] not [redacted] the total [redacted] of the [redacted], and [redacted] for all [redacted], and/or [redacted] in [redacted] of [redacted].
- 11.2.1 [redacted] of or [redacted] injury to [redacted] person [redacted] by its [redacted];
- 11.2.2 any [redacted]; and
- 11.2.3 [redacted] of or [redacted] to any [redacted] or real [redacted], [redacted] may [redacted] out of, or in [redacted] with [redacted] provision [redacted] the [redacted] ([redacted]).

## 12. TERMINATION

- 12.1 Without [redacted], either [redacted] may, [redacted] notice in [redacted], terminate [redacted] Agreement if [redacted] other [redacted] be in [redacted] of [redacted] of this [redacted] which, in [redacted] case a [redacted] capable [redacted], shall [redacted] have [redacted] remedied the [redacted] in [redacted] within [redacted] days of [redacted] by the [redacted] in [redacted] of a [redacted] notice [redacted] the [redacted] and [redacted] its [redacted].
- 12.2 If [redacted] does [redacted] pay [redacted] the [redacted] within [redacted] days [redacted] them [redacted] due, [redacted] may [redacted] end this [redacted].
- 12.3 [redacted] limitation, [redacted] may, by [redacted] in [redacted], immediately [redacted] this [redacted] in [redacted] if [redacted];
- 12.3.1 is [redacted] or [redacted] of [redacted] or [redacted] negligence [redacted] the [redacted] of the [redacted];
- 12.3.2 [redacted] any of its [redacted] obligations [redacted] fails to [redacted] such [redacted] within [redacted] a [redacted] of [redacted] days of [redacted] of a [redacted] notice [redacted] specifying [redacted] breach [redacted] its [redacted]; or
- 12.3.3 breaches [redacted] and safety [redacted] which [redacted] injury to [redacted] or put [redacted] at [redacted] of [redacted].
- 12.4 [redacted] the [redacted], Party A [redacted] have [redacted] right to [redacted] this [redacted] any [redacted], by giving [redacted] month [redacted] written [redacted] to [redacted] ("Termination Notice"). The [redacted] Notice shall [redacted] the [redacted] date of this [redacted].
- 12.5 Upon [redacted] of this [redacted] for any [redacted]:
- 12.5.1 [redacted] shall [redacted] the [redacted] of the Services [redacted];
- 12.5.2 [redacted] shall pay the [redacted] due and [redacted] to [redacted] as at the [redacted] of [redacted];
- 12.5.3 [redacted] shall, at the [redacted] of [redacted], deliver [redacted] to Party A all [redacted] in any [redacted] including [redacted], drawings, [redacted], working [redacted], computer [redacted] and [redacted] or other [redacted] and [redacted] provided to or [redacted] by Party B [redacted] to this [redacted] and [redacted] all [redacted] property [redacted] to Party A [redacted] its [redacted] or control [redacted], without [redacted], the Confidential [redacted], Party A's [redacted] and a [redacted] of any [redacted] not [redacted] delivered to [redacted].

## 13. EFFECT AND CONSEQUENCE OF TERMINATION

- 13.1 [redacted] the [redacted] of this [redacted], neither of the [redacted] will have [redacted] further [redacted] or [redacted] under this [redacted] to the other [redacted] except in [redacted] of [redacted].
- 13.1.1 any [redacted] or [redacted] under this [redacted] which [redacted] expressed to [redacted] or [redacted] be [redacted] after the [redacted] of this [redacted]; and

13.1.2 any or which accrued in of any of of  
of this to any prior to or virtue such

#### 14. PROPER LAW AND JURISDICTION

14.1 The shall with all laws, and of in  
of all conducted under

14.2 Agreement is by and in all in accordance the  
the of shall the exclusive

#### 15. NO CONSEQUENTIAL LOSS

15.1 Party, under any, be for any or loss  
by other Party, but not to of profit, of, loss of or  
loss out of other acts or under

#### 16. ENTIRE AGREEMENT

16.1 Agreement is entire between the in of its matter  
all previous (whether or oral) with to subject

#### 17. SEVERANCE AND INVALIDITY

17.1 the that any of this shall be by a to be or  
or, that shall be and the of shall  
with deletion or as be to it

#### 18. FORCE MAJEURE

18.1 Party be in of this, nor for failure delay in  
of its under this if such or is to event  
either is or in the of of its under  
by event of it shall give notice the Party  
details of event of and the and duration such  
shall be to the event of

18.2 A affected an of shall every effort to the  
effects and shall resume as as possible  
of event of

18.3 the of in to any of exceeds  
days the of such of, either may serving  
on the terminate this with effect.

#### 19. NOTICE

19.1 notice, or communication ("Notice") or  
or any other in herewith be in, in and  
be as:

If to Party A:

**Address** : [redacted]

**Telephone** : [redacted]

**Fax No.** : [redacted]

**Attention** : [redacted]

If to Party B:



**Address** : [redacted]

**Telephone** : [redacted]

**Fax No.** : [redacted]

**Attention** : [redacted]

- 19.2 [redacted] to the [redacted], all [redacted] that [redacted] or are [redacted] to be [redacted] by any [redacted] to [redacted] shall be [redacted] given [redacted] the [redacted] and [redacted] by the [redacted] :
- 19.2.1 [redacted] served [redacted], when [redacted] by or on [redacted] of the [redacted] ;
- 19.2.2 if [redacted] by a [redacted] recognised [redacted] service, will [redacted] deemed [redacted] upon [redacted] ;
- 19.2.3 if [redacted] by facsimile, [redacted] be deemed [redacted] upon the [redacted] of the transmission [redacted] that the [redacted] has [redacted] duly [redacted] in its entirety; [redacted]
- 19.2.4 if [redacted] by [redacted] in the [redacted] described [redacted], will be [redacted] given [redacted] the [redacted] business [redacted] after the [redacted] it is [redacted] .

**20. OTHER PROVISIONS**

- 20.1 [redacted] with [redacted] prior [redacted] consent of [redacted], [redacted] shall [redacted] at any [redacted] communicate to [redacted] or [redacted] or entity or [redacted] public any [redacted] disclosed to [redacted] for the [redacted] of the [redacted] of the [redacted] or [redacted] by [redacted] in the [redacted] of the [redacted] and [redacted] of the [redacted] Services. This [redacted] shall [redacted] the [redacted] or [redacted] of this [redacted] .
- 20.2 No [redacted] shall be [redacted] to [redacted], transfer or [redacted] in any [redacted] manner [redacted] any or [redacted] of their [redacted] and [redacted] under this [redacted] without the [redacted] written [redacted] of the [redacted] Party. [redacted], [redacted] will not [redacted] or [redacted] any third [redacted] or [redacted] in [redacted] with the [redacted] of [redacted] its [redacted] and [redacted] under [redacted] Agreement [redacted] the [redacted] written [redacted] of [redacted]
- 20.3 Any [redacted] of any [redacted] of this [redacted] shall [redacted] by [redacted] consent [redacted] the [redacted], in [redacted] and [redacted] by [redacted] Parties.
- 20.4 [redacted] time, [redacted] or period [redacted] in any [redacted] of this [redacted] shall [redacted] of the [redacted] .
- 20.5 [redacted] otherwise [redacted] in this [redacted], each Party [redacted] bear its [redacted] legal and [redacted] costs [redacted] expenses [redacted] directly or [redacted] to the [redacted] of, and [redacted] of its [redacted] under this [redacted]. The [redacted] duty of this [redacted] together [redacted] any [redacted] payable ( [redacted] ) shall be paid by [redacted]
- 20.6 Each [redacted] shall [redacted] and [redacted] to be [redacted] all [redacted] necessary to [redacted] effect to this [redacted] .
- 20.7 [redacted] Agreement is [redacted] on the [redacted] of the [redacted] Parties.
- 20.8 [redacted] Agreement [redacted] be [redacted] on [redacted] dates for [redacted] sole [redacted] of the [redacted] and [redacted] be [redacted] into [redacted] any [redacted] of [redacted], all of [redacted] taken [redacted] shall [redacted] one [redacted] same [redacted] .

*[the rest of the page is intentionally left blank]*

**Execution**

Executed as an Agreement the day and year first stated above.

SIGNED by Party A )  
[Redacted] (Company Reg. No.: [Redacted]) )  
in the presence of:- )

\_\_\_\_\_  
Witness

Name:  
NRIC/Passport No.:

\_\_\_\_\_  
Name:

NRIC/Passport No.:  
Designation:

SIGNED by Party B )  
[Redacted] (NRIC/Passport No.: [Redacted]) )  
in the presence of:- )

\_\_\_\_\_  
Witness

Name:  
NRIC/Passport No.:

\_\_\_\_\_  
Name: [Redacted]

NRIC/Passport No.: [Redacted]

# Schedule 1

## SERVICES

Party B's [redacted] of [redacted] and [redacted] to be [redacted] during the [redacted] as [redacted] in [redacted] are as follows:

Services	Deliverables
[redacted]	[redacted]
[redacted]	[redacted]

# Schedule 2

## CONTRACT TERM

The \_\_\_\_\_ agree that \_\_\_\_\_ shall provide \_\_\_\_\_ with \_\_\_\_\_ Services in \_\_\_\_\_ with the \_\_\_\_\_ and \_\_\_\_\_ of this \_\_\_\_\_ for the \_\_\_\_\_ duration \_\_\_\_\_ to further \_\_\_\_\_ as mutually \_\_\_\_\_ the \_\_\_\_\_ in \_\_\_\_\_ ("**Contract Term Period**");

<b>Commencement Date</b>	_____
<b>End Date</b>	_____

# Schedule 3

## REMUNERATION

The [redacted] agree [redacted] shall pay [redacted] the [redacted] in the [redacted] manner:

(a) [redacted] Parties [redacted] that the [redacted] for [redacted] Services [redacted] be calculated [redacted] on [redacted] monthly rate of [redacted]

(b) [redacted] shall [redacted] Party A [redacted] its [redacted] based [redacted] the said [redacted] rate for [redacted] actual time [redacted] by Party B in [redacted] the [redacted] agreed [redacted] of the [redacted] (as set out in [redacted]). [redacted] shall [redacted] its [redacted] to [redacted] not [redacted] than the [redacted] day [redacted] the [redacted] for the [redacted].

(c) In any [redacted], the Parties [redacted] that the [redacted] for the [redacted] shall [redacted] exceed the [redacted] of [redacted]