

## ANNEX A

### TERMS AND CONDITIONS

#### IT IS HEREBY AGREED AS FOLLOWS

#### 1 DEFINITIONS AND INTERPRETATIONS

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this Agreement:

“Agreement”	this Agreement including <u>the Schedule</u> ;
“Commencement Date”	with immediate effect upon agreeing the terms and conditions.
“Confidential Information”	all information or data of a confidential or proprietary nature disclosed to or received by the Freelancer, which is labelled or designated as confidential, relating to the products, services, business or proposed business, finances, transactions, staff and affairs of the Company, including Intellectual Property Rights and trade secrets;
“Fee”	the meaning given to it in <u>Clause 4.1</u> and <u>the Schedule</u> and all sums due to the Freelancer under this Agreement shall be payable in Singapore Dollars in Singapore
“Intellectual Property Rights”	any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights.
“Personal Data”	as the meaning set out in the Personal Data Protection Act (“PDPA”);
“Services”	he services defined in <u>the Schedule</u> to this Agreement;
“Work”	all materials, hard copy documents, hardware documents, operating or training manuals, instructions, notes and data in whatever form, prepared or produced by the Freelancer in providing the Services.

#### WHEREAS

A. The Freelancer is skilled in providing general service but in particular is Food & Beverage (Waiter, Servers, Stewarding etc) service, delivery assistant, other services will be Design & Creative, Admin Support, Customer Service, Sales & Marketing, Retail and etc. It is applied to the Freelancer capabilities and skills to deliver the service.

B. The Company wishes to engage the Freelancer to provide these services in accordance with the terms and conditions of this Agreement.

1.2 In this Agreement:

- 1.2.1 The Schedule is incorporated and form part of this Agreement;
- 1.2.2 references in this Agreement to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or re-enacted from time to time; and
- 1.2.3 words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- 1.2.4 the headings are for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions of this Agreement.
- 1.2.5 In the case of foreigners, the Company will adhere and comply with the Ministry of Manpower (MoM), and with due diligence to make necessary checks that are stated in Clause 21. The foreigner will fall under the Company’s Casual Labour (CL).

#### 2 COMMENCEMENT AND DURATION

The Freelancer’s engagement under this Agreement will commence on the Commencement Date and will continue until the Services have been provided in full or until termination of the Agreement in accordance with Clause 14.

#### 3 PROVISION OF SERVICES

3.1 The Freelancer will provide the Services required by the Client with reasonable skill and care and in accordance with this Agreement.

3.2 The Freelancer will as soon as reasonably practicable notify the Company if, for any reason at any time during the engagement, he/she is unable to provide the Services as required by the Client.

3.3 The Freelancer will not:

- 3.3.1 hold himself/herself out as having authority to bind the Company; nor
- 3.3.2 have any authority to incur expenses in the name of or on behalf of the Company, unless the Freelancer has obtained the prior written consent of the Company.

3.4 It is agreed that the Freelancer is acting as an independent contractor and not as an employee of the Company asserting any rights under the Employment Act.

3.5 The Freelancer and/or the Client will provide personal instruments and/or equipment and/or computer equipment necessary for the provision of the Services and the Freelancer will be liable, at his/her own cost, to keep any such personal instruments and/or equipment and/or computer equipment in a safe and proper operating condition.

#### 4 FEES

4.1 The Company will pay to the Freelancer in consideration of the provision of the Services the fee set out in the Schedule within 30 days.

4.2 Acceptance of the Fee by the Freelancer will be without prejudice to any claims or rights which the Freelancer may have against the Company and will not constitute any admission by the Freelancer under this Agreement.

#### 5 EXPENSES

The Freelancer will be entitled to be reimbursed for all out-of-pocket expenses reasonably and necessarily incurred in the proper provision of the Services, subject to the production of such receipts or other evidence as the Company may reasonably require, and will include any such expenses on invoices rendered.

# Confidential

## 6 LIMITATION OF LIABILITY

- 6.1 Without prejudice to [Clause 6.2](#), the maximum aggregate liability under this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the Fee and neither party shall be liable to the other for any indirect or consequential loss.
- 6.2 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.

## 7 INDEMNITY

The Freelancer agrees to indemnify and hold the Company harmless from and against any loss or liability arising out of his/her performance of the Services under this Agreement.

## 8 STATUS AND TAX LIABILITY

The Freelancer shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Company and it is agreed that the Freelancer shall be responsible for all income tax liabilities and contributions to the Central Provident Fund or similar contributions in respect of the Fees.

## 9 CONFLICT OF INTEREST

- 9.1 The Freelancer warrants that to the best of his knowledge no conflict of interest exists or is likely to arise in the performance of his obligations under this Agreement.
- 9.2 The Freelancer shall not, during the course of this Agreement, engage in any activity likely to compromise the ability of the Freelancer to perform his obligations under this Agreement fairly and independently. The Freelancer shall immediately disclose to the Company any activity which constitutes or may constitute a conflict of interest.

## 10 CONFIDENTIAL INFORMATION

- 10.1 The Freelancer will not during the period of this Agreement, without the prior written approval of the Company, use for her/his own benefit or for the benefit of any other person, firm, company or organization or directly or indirectly divulge or disclose to any person any Confidential Information which has come, or may come, to the Freelancer's knowledge during or in connection with the engagement.
- 10.2 The restrictions contained in this Clause will not apply to:
- 10.2.1 any Confidential Information which is already available to, or within the knowledge of, the public generally; or
- 10.2.2 any use or disclosure authorized by the Company or required by law.

## 11 INTELLECTUAL PROPERTY

- 11.1 The Freelancer agrees that all the Intellectual Property Rights in the Works will transfer to the Client by way of present and future assignment; The Company acknowledges that the Freelancer provides no warranties in relation to the Intellectual Property Rights in the Works. The Freelancer
- 11.2 excludes all liability to the Company (to the extent permissible by law) that may arise in relation to the Intellectual Property Rights after the date of this Agreement.

## 12 DATA PROTECTION

- 12.1 The Freelancer will comply in all material respects with his/her obligations under the PDPA in relation to the management or protection of Personal Data which the Freelancer processes (if any) in the provision of the Services under this Agreement.
- 12.2 Collected personal information may be used for marketing purposes only.

## 13 OBLIGATIONS OF THE CLIENT

- 13.1 The Client will provide the Freelancer such access to its premises and to information, records and other materials of the Company to enable the Freelancer to provide the Services.
- 13.2 The Client will:
- 13.2.1 make available such working space and facilities at its premises as the Freelancer considers necessary to provide the Services; and
- 13.2.2 agree with the Freelancer to schedule work to the best convenience of both parties.

## 14 TERMINATION

- 14.1 Either party may terminate this Agreement by giving to the other not less than 3 days' notice in writing to the other party.
- 14.2 The Company may, by written notice to the Freelancer and at any time, terminate this Agreement with immediate effect with no further obligation to make any further payment to the Freelancer (other than in respect of amounts accrued prior to the Termination Date) if:
- 14.2.1 the Freelancer commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or
- 14.2.2 the Freelancer is guilty of any act of fraud or dishonesty in relation to the Company or acts in any manner which brings the Company into disrepute; or
- 14.2.3 a bankruptcy order is made against the Freelancer such that, in the reasonable opinion of the Company, the Freelancer is no longer able to provide the Services; or
- 14.2.4 the Freelancer is convicted of any criminal offense which materially affects the Freelancer's ability to perform the Services.
- 14.3 The Freelancer may, by written notice to the Company and at any time, terminate this Agreement with immediate effect without liability to pay any compensation or damages if:
- 14.3.1 the Company commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement, and for the avoidance of doubt, a failure to pay the Fee on the due date will be treated as a serious breach; or
- 14.3.2 the Company or any of its directors, officers, employees or agents commits an act of fraud or dishonesty, or acts in any manner which in the reasonable opinion of the Freelancer brings, or is likely to bring, the Freelancer into disrepute; or
- 14.3.3 the Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Company.

## Confidential

- 14.4 Neither party will be in breach of this Agreement if there is any total or partial failure of performance due to any act of God, fire, act of government or state, war, civil commotion, labour disputes of whatever nature and any other reason beyond the control of either party (each a **Force Majeure Event**).
- 15 OBLIGATIONS UPON TERMINATION**
- The Freelancer will as soon as reasonably practicable upon the termination of this Agreement, surrender all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (including Confidential Information and on whatever media and wherever located) any keys and any other property of the Company that have been received by the Freelancer during the course of providing the Services.
- 16 NOTICES**
- 16.1 Notices under this Agreement shall be in writing and sent to the recipient's registered office or address as set out on the first page of this Agreement (or email address set out below). Notices may be given, and shall be deemed received:
- 16.1.1 by registered post: on receipt of delivery by the postal authorities;
- 16.1.2 by hand: on delivery;
- 16.1.3 by email to the Company's email address: on receipt of a delivery.
- 16.2 This clause does not apply to notices given in legal proceedings or arbitration.
- 17 ENTIRE AGREEMENT**
- 17.1 The parties agree that this Agreement constitutes the entire agreement between them relating to the engagement and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 17.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
- 17.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.
- 17.4 The Freelancer accepts, acknowledges and authorizes the Company (Freewerkz Marketing Pte Ltd) to liaise with the Client on their behalf.
- 18 VARIATION**
- No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.
- 19 ASSIGNMENT**
- Neither party may without the consent of the other party assign, transfer, subcontract, license or otherwise dispose of any right, obligation or benefit conferred or granted under this Agreement to any third party.
- 20 REMEDIES AND WAIVER**
- 20.1 Any remedy or right conferred upon the Freelancer for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to it by law.
- 20.2 Any waiver of any breach of this Agreement shall not be deemed to apply to any succeeding breach of the provision or of any other provision of this Agreement. No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 21 CASUAL LABOUR**
- 21.1 Persons that are a foreigner shall be deemed as the Company's Casual Labour.
- 21.2 The Company will ensure the Casual Labour:
- 21.2.1 not under Work Permit pass.
- 21.2.2 holding a Student Pass issued by the Immigration and Checkpoints Authority (ICA).
- 21.2.3 Aged 14 yrs and above.
- 21.2.4 A full-time matriculated or registered student in one of the approved institutions.
- 22 GOVERNING LAW AND JURISDICTION**
- The Agreement shall be governed by and construed in accordance with the laws of Singapore [and the parties agree to submit to the exclusive jurisdiction of the Singapore courts].

## THE SCHEDULE

---

This Schedule describes the services to be performed by the Freelancer on the terms and conditions of this Agreement (the **Services**); the fee payable by the Company in respect of those Services (the **Fee**).

**Time and Venue**

Will be provided by the Client and through the Company.

**Fee**

Varies from \$13 - \$20 per hour, which depends on the job scope.

**Calculation of pay & No-Show**

Calculation of pay is Fee Rate x Hours of work.

In the event that the Freelancer is unable to attend work, he/she must provide a Medical Certificate or Appointment Letter (bearing the Freelancer name) at least 48 hours prior to the booking day.

Failure to do so will be deemed as No-Show and a \$20 deduction fee will be applied for every no-show by the Freelancer for every job taken.

**Hours of work & Break times**

Hours of work - The period during which employees are expected to carry out the duties assigned by their employers. It does not include any intervals allowed for rest and meals.

Break times will be given by our Clients, in accordance with their management policy.

Generally break duration are:

30 - 45 minutes (for work duration 6 hours or more but less than 12 hours)

1 hour (for work duration 12 hours or more)

**Details of work timing in and out**

Work timing is in blocks of 15 mins.

Timing In will be rounded up.

Timing Out will be rounded down.

Example:

*Freelancer A timing IN at 5:01pm, will be rounded up to 5:15pm. Freelancer B timing OUT at 4.49pm, will be rounded down to 4.45pm.*