

## CONSULTANCY SERVICES AGREEMENT

THIS CONSULTANCY SERVICES AGREEMENT is made on \_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_ (hereinafter, the “Company”), with its registered office address at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter, the “Consultant”), with its principal place of business at \_\_\_\_\_.

### RECITALS

- A. The Company is presently engaged in \_\_\_\_\_ (the “Business”);
- B. Consultant is engaged in \_\_\_\_\_;
- C. The Company intends to engage the Consultant for the purpose of \_\_\_\_\_ (the “Project”); and
- D. Consultant is agreeable to provide consulting services on the Project.

THE PARTIES THEREFORE AGREE as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

“**Agreement**” means this agreement together with the details of Deliverables set out in Schedule A, and any amendments to this Agreement, whether through exhibits, schedules or attachments, or otherwise;

“**Business Day**” means a day (other than a Saturday, Sunday, or gazette public holiday) on which commercial banks are open for business in Singapore;

“**Confidential Information**” means technical and business information relating to a party’s proprietary ideas, patentable ideas, copyrights, trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances, and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure;