



As a boutique litigation and advisory firm, Silvester Legal LLC regularly handles disputes which could have been avoided had parties arranged their affairs and legal risks. This litigation is wasteful. Years of hard work can be lost if you do not have your agreements in order.

Silvester Legal LLC's Business Toolkit aims to provide assistance to start-ups looking for basic agreements.

For more sophisticated concerns or when in doubt, seek legal advice to customise an agreement that fulfils your requirements. Interested users may approach Silvester Legal LLC for affordable and cost-effective legal advice:

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BUSINESS CONSULTANT AGREEMENT

This Business Consultant Agreement ("Agreement") is made

BETWEEN: **[CONSULTANT NAME]** [NRIC:*****](the "Consultant"), an individual with his main address located at **OR** a company incorporated under the laws of Singapore, with its head office located at [COMPLETE ADDRESS]

AND: **[YOUR COMPANY NAME]** [UEN:*****] (the "Company"), a company incorporated under the laws of Singapore, with its head office located at [COMPLETE ADDRESS]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SCOPE OF WORK

The Company hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement:

The Consultant will consult with the officers and employees of the Company concerning matters relating to:

- (a) [...];
- (b) [...]; and
- (c) generally any matter arising out of the business affairs of the Company.

2. TERMS OF AGREEMENT

This agreement will begin [DATE] and will end [DATE]. Either party may cancel this agreement on [NUMBER] days' notice to the other party in writing.

3. TIME DEVOTED BY CONSULTANT

It is anticipated the Consultant will spend approximately [HOURS] in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the Consultant shall devote a minimum of [HOURS] per month to its duties in accordance with this agreement.

4. PLACE WHERE SERVICES WILL BE RENDERED

The Consultant may perform most services in accordance with this contract at a location of Consultant's discretion. In addition, the Consultant will perform services on the telephone, internet or other communication device as necessary to perform these services in accordance with this agreement.

5. PAYMENT TO CONSULTANT

Based on the anticipated scope of work, the Consultant's fees for acting in this matter will be **\$\$[AMOUNT]** (exclusive of disbursements, e.g. traveling expenses and accommodation, GST and other taxes, if any) ("**Fees**").

Payment shall be according to the following schedule:

- 5.1 20% upon acceptance of this contract;
- 5.2 30% upon completion of the [intermediate stage];
- 5.3 30% upon completion of the [final stage]; and
- 5.4 20% upon six months after the completion of the contract, where all conditions under the scope of work have been satisfied.

All invoices will be paid within 14 days of the date of the Consultant's invoice.

OR at the [RATE PER HOUR] for work performed in accordance with this agreement, or at least [AMOUNT] per month regardless of the amount of time spent in accordance with this agreement. The Consultant will submit an itemised statement setting forth the time spent and services rendered, and the Company will pay the Consultant the amounts due as indicated by statements submitted by the Consultant within [NUMBER] days of receipt.

6. INDEPENDENT CONTRACTOR

Both the Company and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. The Consultant will be liable for his own licences, insurances or taxes arising out of the Consultant's activities in accordance with this contract as required.

7. CONFIDENTIAL INFORMATION

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organisations even after the contract is completed, terminated or elapsed.

8. EMPLOYMENT OF OTHERS

The Company may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for those services will be paid by the Company but in no event shall the Consultant employ others without the prior authorisation of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [DATE].

COMPANY

CONSULTANT

Authorised Signature

Authorised Signature

Print Name and Title

Print Name and Title