

This Agreement describes the rights and responsibilities related to the Digital Marketing Consulting Services (hereinafter referred to as the “**Client**” or “**You**”) ordered from **Virtual Electronics Pte. Ltd.**, a company incorporated in Singapore at the address: 1 RAFFLES PLACE #20-61 ONE RAFFLES PLACE SINGAPORE (048616) (hereinafter referred to as the “**Consultant**”).

By ordering the services, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click ‘accept’ and do not order our Digital Marketing Consulting Services. If You determine that You cannot comply with the terms of this Agreement after You have paid for Digital Marketing Consulting Services, You may ask for a full refund provided You do so within thirty (30) days of Your order and no work has been performed by the Consultant.

This Agreement sets out in general how the Consultant will provide Digital Marketing Consulting Services.

1. NO EMPLOYMENT, NO JOINT VENTURE

You wish to engage the Consultant for services as an independent contractor for the sole purpose of Digital Marketing Consulting Services.

The Consultant is, for the sake of this agreement, an independent contractor and under no condition shall be considered an employee or agent of The Client.

This Agreement does not construe Joint Venture between the Parties.

2. DELIVERABLES

The Client has appointed the Consultant to perform digital marketing consulting services on a matter described in the order made by The Client.

The Consultant agrees to provide all project files, user guides, brand books, sources, images, ideas and other derivatives to The Client upon completion of this Digital Marketing Consulting Services agreement.

The Consultant agrees to provide access to all social media accounts created by the Consultant in connection with performance of its obligations under this Agreement.

3. CONSIDERATION

The Parties agree that the consideration for the services of the Consultant shall:

- 1) charge You on the time-spent basis in accordance with the hourly fees available at the Consultant website (provided, that these rates shall not be modified more often than once a year), or
- 2) charge the fix amount of money indicated in order made by The Client and such consideration shall be accepted by the Consultant before accepting the performance of the services.

4. TERM

The Parties agree that the timeframe for the performance of the services shall be: indicated in order made by The Client and such term shall be accepted by the Consultant before accepting the performance of the services.

5. TERMINATION

This software development agreement may be terminated by either party for the following reasons:

- a. In the instance of a material breach of any terms and conditions contained within this agreement.
- b. In the instance either party receives conviction of a crime or files for bankruptcy during the agreement terms.

6. TERMINATION RESPONSIBILITIES

Upon termination of this agreement the Consultant will submit an invoice for all services completed to date to The Client.

The Consultant will also upon termination of this agreement turn all licenses, documentation, and completed work over to The Client within 1 day of the termination date.

7. RESPONSIBILITIES

7.1. Consultant responsibilities

- a. The Consultant shall provide professional advice on the development of digital marketing issues, such as trends, social media behavior, texts, etc.
- b. The Consultant may also create social media accounts on behalf of The Client for the purposes of performance its obligations under this Agreement.
- c. The Consultant may also participate in the development of marketing materials and provide related advices to The Client.

7.2. Client's Responsibilities

- a. The Client shall engage with the Consultant on the agreed dates to conduct check in reports.
- b. The Client shall provide all required information as needed by the Consultant for the proper completion of the consultation.

8. CONFIDENTIALITY

The Consultant agrees to hold all materials at a level of the highest confidence.

This is inclusive but not limited to any technical data, trade secrets, know-how, software, designs, drawings, engineering, formulas, or technology.

9. WARRANTIES

Each party shall have full authority to perform any and all deliverables contained in this software development agreement.

The Consultant will retain the right to dictate all methods and manners by which the services included in this agreement are performed.

The services performed shall be done in a legally acceptable manner and shall not violate any local or federal laws and regulations.

All services included in this agreement shall be performed by the Consultant and The Client shall not be responsible for any hiring, supervising, or payment of any individuals assisting the Consultant in this agreement.

The Consultant shall remain responsible for any employees and expenses incurred during the term of this agreement.

10. INDEMNIFICATION

The Consultant shall indemnify and hold The Client and its affiliates harmless for any and all damages, losses, expenses, claims, liabilities, and judgments that may arise from the result of the Consultant's own misconduct or negligence.

The Client shall indemnify and hold the Consultant as well as any associates of the Consultant harmless from any and all claims, losses, expenses, liabilities, or fees that may occur from The Client's negligence or breach of this agreement.

11. AMENDMENTS

No Amendments or modifications of this agreement shall be permitted without prior written consent between the parties.

12. ASSIGNMENT

The Client reserves the right to assign this agreement as they deem necessary. The Consultant may not assign, subcontract, or delegate any portion of this software development agreement without prior written consent from The Client.

13. FORCE MAJEURE

Neither party shall be considered in default or breach of contract in the instance of any delay pertaining to an act of god such as fire, explosion, Flood, or acts out of the control of such party such as riot, war, or terrorism. In the event of such acts occurring the party is expected to notify the remaining party of such actions as well as a resolution date.

14. GOVERNING LAW

This Digital Marketing Consulting Services agreement shall be governed by the laws of Singapore.

15. SEVERABILITY

If any terms or conditions contained within this software development agreement are found to be ineffective or unenforceable by the court of law the parties shall have the ample opportunity to replace that term with a likewise enforceable term.

The replaced term shall in no way affect the remaining terms, all remaining terms and conditions shall remain in full effect.

