

Service Agreement

By signing or accepting online the estimate this document is attached to, you agree to our following terms of service:

DESCRIPTION OF WORK

1. The Client engages Proof Perfect to provide one or more of the following services as stated in the proposal description: -

a. Editorial services;

i. Copywriting

ii. Editing

iii. Proofreading

b. Online marketing;

i. Social media content management

ii. SEO and keyword management

iii. Blog writing

iv. Email marketing

c. Graphic Design

d. Localisation

e. Branding

f. Printing

(hereinafter described as "the Work" or "the Revised Work")

2. The client agrees to engage Proof Perfect and Proof Perfect agrees to perform the Work subject to these Terms and Conditions ("the Contract").

PERFORMANCE OF WORK

3. Upon confirmation of the Contract herein, Proof Perfect shall issue an invoice to the Client for the provision of the Work or Revision to the Client. The Client undertakes to pay Proof Perfect the charges as stated in the invoice by the due date stated in the invoice.

4. Upon receipt of 60% deposit and an approved purchase order from the Client (to be governed by these Terms & Conditions) Proof Perfect shall complete and deliver to the Client one copy of the Work in any form or medium as agreed between Proof Perfect and the Client by a date as agreed between them. Proof Perfect is not obliged to keep duplicate copies of all Work submitted to the Client. Proof Perfect is not liable for any loss or destruction of any document or materials submitted to the Client.

5. The 60% deposit is non-returnable and will be forfeited in the event the Client terminates the contract for any reason whatsoever.

6. Both parties must appoint a project manager to manage communication between both parties. Should either party engage a different manager to oversee the project at any time, this must not interfere with the agreed project timeline. Any proposed changes

in timeline must be agreed by both parties. If a change in manager overseeing the project on the Client's side results in a change of brief, this shall be considered new Work. Proof Perfect will levy additional charges as compensation for the additional work to be done as per Clause 12 below.

REVISION OF WORK

7. Revisions or alterations to the scope of work or schedule may obligate the Client to additional fees. These may include copy or layout changes made after initial Client approvals. Extensive alterations, such as a change in marketing objectives or project goals, shall be considered new work and will require that this agreement be amended with a change order to reflect the revised scope of work and fees.

8. Following receipt of the Work by the Client (and any revisions requested under Clause 7 above), the Client shall examine the Work within an agreed period ("agreed period"). The Client shall be solely responsible for the accuracy of the Work at all times.

9. During the agreed period, the Client shall give Proof Perfect notice of acceptance of the Work ("Acceptance") or rejection of the Work ("Rejection") or advise Proof Perfect of the changes or revisions of the Work ("Revision") which the Client requires to be made. In the event that the Client fails to communicate any notice of acceptance or rejection of the Work within the agreed schedule, then the Work shall be deemed (without need for any further communication or instrumentation) as accepted by the Client. The Client fully accepts Proof Perfect's discretionary right to accept or reject the Rejection where it can be reasonably shown that the Rejected Work is in reasonable conformance with Client's written instructions and written requirements as at the time when this Contract was initially signed by the Parties, or, where the Client has fully paid for any additional changes in scope of work or requirements, as at the time when such additional scope of work or requirements were agreed to in writing by the Parties.

10. Acceptance refers to an agreement by the Client that Proof Perfect has performed and delivered the Work to the full satisfaction of the Client. Subject to these terms and conditions any Acceptance is final and no further request for Revision will be entertained by Proof Perfect. Proof Perfect reserves its full rights to treat any requests for Revision upon acceptance as new Work given by the Client to Proof Perfect.

11. The Client shall notify Proof Perfect of any Revision which the Client requires. Proof Perfect shall, within a time period as agreed by Proof Perfect and the Client, effect such changes as are requested by the Client and deliver to the Client one copy of the Revised Work. Proof Perfect is obliged to and shall make up to 2 Revisions only. The client must provide all instructions for changes on the first draft. Any further revision shall be undertaken only at the sole discretion of Proof Perfect and at an additional fee as advised by Proof Perfect.

12. Revision arising out of a change of initial instructions by the Client shall form new Work subject to additional charges and shall not be considered as Revision.

ACCEPTANCE OF WORK

13. Upon Acceptance by the Client of the Work or Revised Work as the case may be;

a. Proof Perfect shall execute the final Work or final Revised Work based on such acceptance.

b. Whilst Proof Perfect shall use its best endeavours to check for accuracy, any error noticed after Acceptance by the Client shall not be entertained, and the Client shall solely be responsible to bear the costs of amendments, corrections, reprinting or translation. Work translated shall be deemed to be correct if the Client does not raise any query or objection within one week of submission of the Work by Proof Perfect, or upon acceptance of the work, whichever is sooner, and no query or objection shall be entertained thereafter.

c. The Client has responsibility to proofread and review all work produced during the project. As a result, the Client is fully responsible for any errors in spelling, typography, illustrative layout, photography or other errors discovered after printing or reproduction or for any work performed by third-parties selected by the Client.

d. Proof Perfect shall not be liable for any error, loss, damage, expenses or costs arising out of or in connection to the accepted Work or Revised Work, which shall be borne by the Client, and the Client shall fully indemnify Proof Perfect in respect of the same.

14. For copywriting, editing, proof-reading, design, translations and printing, Proof Perfect shall read, check, correct and approve all documents and materials submitted to them by the Client and shall return to the Client clearly marked corrected proofs within a time period as agreed by Proof Perfect and the Client.

a. The Client acknowledges that Proof Perfect shall have the right to make alterations to the documents and materials provided by the Client for the purpose of the Work only.

b. If it is necessary in the opinion of the Client for the Work to be read by a legal adviser, the costs relating to such reading and subsequent advice shall be borne wholly by the Client only. Proof Perfect will not be liable for these costs and expenses under any circumstances.

OWNERSHIP AND USAGE RIGHTS

15. Copyright to all text will revert to the Client upon full payment. All proprietary rights (including all copyright and all intellectual property rights) to all artwork produced by Proof Perfect (including all final artwork) shall be that as wholly owned by Proof Perfect. Final artwork of the Accepted Work will be delivered to the Client in PDF/PNG. The working files will remain in the possession of Proof Perfect. Proof Perfect grants to the Client a licence to use the Accepted Work within the limited scope of use as agreed to by the Parties in writing. As such, use of the Accepted Work by the Client must be defined in writing at the beginning of the project. Any other use outside of the agreed scope of use will render the Client in breach of said licence and is subject to further fees as may be determined by the proprietor of the Accepted Work, Proof Perfect. Beyond the agreed scope, the Accepted Work must not be reproduced by the Client in any form without the prior written permission of Proof Perfect.

16. Proof Perfect reserves the right to reproduce any or all designs in print and electronic media (including any and all of the Accepted Work) that Proof Perfect created for the Client that are not subject to a non-disclosure agreement or confidentiality instrument for Proof Perfect's promotional purposes and/or to showcase Proof Perfect's

talents to other clients and potential clients and/or for the purposes of entry and conduct of industry awards schemes and the like. Should the Client not agree to have the Work featured in the aforementioned promotional material, showcase material and/or industry awards schemes, the Client must deliver this instruction to Proof Perfect in writing on corporate letterhead prior to the commencement of work.

17. Proof Perfect has the right to reproduce, edit or sell any Rejected Work by the Client as long as the Rejected Work cannot be passed off as the Accepted Work.

18. The Client undertakes to indemnify Proof Perfect and keep Proof Perfect at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (on a solicitor and client basis), awards, damages however arising, directly or indirectly as a result of proceedings instituted by any third party against Proof Perfect due to or in any way related to the Work performed and delivered to the Client.

CONFIDENTIALITY

19. The Client fully acknowledges that for most purposes, the Client shall not be disclosing any private, secret nor confidential information to Proof Perfect in furtherance of the project. In the event that the Client does hand over to Proof Perfect any private, secret or confidential information, the Client shall expressly mark such documents as private, secret or confidential in prominent areas of each of said documents' front covers and back covers. The Client fully acknowledges and accepts that any absence of such markings may be taken by Proof Perfect (without any fault on the part of Proof Perfect) as an indication that such information contained within the documents are not private, secret nor confidential. Proof Perfect shall not disclose any confidential information within any such documents marked as private, secret or confidential. Proof Perfect undertakes not to use any images or other information or materials provided by the Client for other projects not related to the Work without the Client's express written consent.

CANCELLATION

20. In the event the Client cancels this agreement prior to completion, within five (5) business days of such cancellation, the Client shall pay Proof Perfect for: (1) all work performed up to the date of termination; (2) all outside expenses and commitments that have been incurred and cannot be cancelled; and, (3) a cancellation fee equal to 15% of the remaining fees that would otherwise have been paid if the project would have been completed.

21. Projects agreed on a retainer basis for a fixed duration cannot be cancelled without full payment being for the agreed time period. For retainer projects that continue after the agreed duration, one month's notice of cancellation is required.

DISPUTE RESOLUTION

22. If either party is of the opinion that the other party is in breach of any material condition or obligation pursuant to this Contract including the Client's obligation to pay Proof Perfect, such dispute shall be dealt with in accordance with the alternative dispute resolution procedure as follows:-

a. The Client and Proof Perfect undertake that they shall endeavour to negotiate in good faith ("negotiations") to resolve any dispute or claim arising in relation to the Work or this Contract. If the dispute is not resolved within 14 days from commencement of good faith negotiations the Client and Proof Perfect shall use their best endeavours to resolve the dispute through an alternative dispute resolution procedure carried out in accordance with the recommendations of the Singapore Mediation Centre.

b. All negotiations in relation to the matters in dispute shall be strictly confidential and shall be without prejudice to the rights of the Client and Proof Perfect in any future proceedings. If the parties fail to reach an agreement which finally resolves all matters in dispute within 30 days or such further mutually agreed period of having commenced negotiations then either party shall be entitled:-

(i) to refer the matter to a single arbiter agreed upon by the Client and Proof Perfect whose decision shall be final and binding on the parties; or

(ii) to seek such legal remedies as may be appropriate.

c. In the event that either party loses in its actions, proceedings, claims or demands, the losing party shall be liable to pay costs to the winning party on a solicitor and client basis.

23. If the Client is found to be in breach of any material obligation on its part under this Contract and the Client shall not have remedied such breach to the extent possible within 30 days of the date of such finding or if the Client shall have been put into liquidation other than for the purposes of solvent reconstruction Proof Perfect shall have the right to give notice to the Client in writing of termination of this Contract, whereupon the Contract shall be terminated without prejudice to the rights of either party which may have accrued prior to the termination.

24. On receipt of notice of termination from Proof Perfect, all rights granted to the Client under this Contract for work not paid for by the Client shall revert to Proof Perfect and the appointment of Proof Perfect by the Client under this Contract shall be terminated.

25. Upon termination by Proof Perfect due to an alleged breach of this contract by the Client, Proof Perfect shall be entitled to remuneration from the Client for Work performed until the date of termination, and to make any claim for it.

26. Subject to Clause 27 Proof Perfect reserves its rights to amend any or all clauses of its Terms and Conditions without notice to the Client.

27. This Contract contains the full and complete understanding between the parties and supersedes all prior arrangements, understandings, representations or other communications whether written or oral appertaining to the subject matter of this Contract which may not be varied except by an instrument in writing signed by Proof Perfect and the Client. The Client acknowledges that no representations warranties or promises not expressly contained in this Contract have been made by Proof Perfect and any such representation, warranties or promises are hereby excluded.

28. This Contract shall be governed and construed in accordance with the laws of Singapore. Each of the parties irrevocably submits to the jurisdiction of the courts of Singapore.

PROJECT PRICING

Deposit due: 60% of agreed upon fee, due at time of agreement signing

Balance: 40% due 14 days after date of delivery of Accepted Work.

Fee adjustments may be made due to rush delivery requests or prompt payment, as follows:

A 30% price increase will be levied for work defined as Urgent Delivery that requires Proof Perfect to work outside normal office hours.

If the full fee is paid in advance, the Client shall receive a 5% discount on fees stated above.