



STANDARD SERVICE AGREEMENT

This Agreement (the “**Agreement**”) sets out the terms and conditions mutually agreed by the Parties.

1 PARTIES

1.1 **EXPAT HANDOVERS PTE. LTD** (Singapore UEN No. 202321441M) having its registered office at 2 Havelock Road #07-13 Havelock 2, Singapore 059763 (referred to as “**Party A**”).

1.2 Name of Person’s Invoiced (referred to as the “**Party B**”).

Each a “Party” and collectively the “Parties”.

2 RECITALS AND BACKGROUND

2.1 **Party A** is engaged in the business of providing support services (as defined in this Agreement) to clients who intend to relocate to or reside or work in Singapore.

2.2 **Party B** desires to engage the services of Party A at the outset for an agreed service fee to assist with the relocation search to rent or purchase any eligible property in Singapore and subsequently via their registered agent provide real estate agent services as defined under the Council for Estate Agents (CEA) the terms of the rental agreement or sale and purchase agreement or Option to Purchase of any potential property in Singapore subject to the applicable laws pertaining to the rental or purchase of residential or commercial properties in Singapore.

2.3 The Parties now intend to regulate their arrangement subject to the terms and conditions of this Agreement.

3 SCOPE OF SERVICES AND ESSENTIAL TERMS

3.1 Party A shall provide the following services to Party B more specifically described as Relocation

Search Services – Package. The terms and conditions of the Services under the Package are as follows (the “**Services**”):-

3.1.1 Personalised access to one of Party A’s co-founders to help Party B with its relocation search in Singapore, which comprises:

- (a) Initial Intake Call
- (b) Detailed Home Profiling (Face to Face or Virtual).
- (c) Shortlist of potential suitable homes found.
- (d) Accompany and transport you to properties or conduct virtually.
- (e) Tenancy Support (including LOI and Tenancy negotiation by affiliated partner)
- (f) Handover (entry in and exit out)
- (g) Property Condition Report

3.1.2 The scope of services to Party B shall be limited only to providing Party B with the relevant property information and listings compiled and collated from available public sources to enable Party B to make its own considered decision to select the right kind of property in Singapore for its needs. Party A shall not be responsible for securing or completing the property transaction for Party B.

3.2 Delivery of the Services: The commencement date of the provision of the Services shall be the date of which Party A invoices Party B (“**Commencement Date**”) upon payment of the invoiced service fee. It shall end when “Services” listed under clause 3.1.1 have been delivered and Tenancy Agreement has been signed and handover has taken place (“**End Date**”).

3.3 Total Service fee: The service fee to be paid by Party B in consideration of the provision of the Services by Party B is **SGD3000** payable in 2 instalments as follows:

3.3.1 50% of the service fee shall be paid on the signing of this Agreement or at the time of Party A’s confirmation of the booking of services, whichever is earlier.

3.3.2 The remaining 50% shall be paid by Party B to Party A within **7 days** of the contract End Date, regardless of any extension of time.

3.3.3 The total service fee shall comprise of two separate invoices for payments.

3.4 For the avoidance of doubt, Party B acknowledges and accepts that Party A shall not be responsible for Party B's out-of-pocket expenses, incidental costs or other disbursements ("**Disbursements**") arising from and in connection with the provisions of the Services. Any disbursements incurred shall be paid by Party B whether formally demanded or not.

3.5 Payment

3.5.1 Party B agrees to pay the presented agreed invoices issued by Party A within 3 days. Full punctual payment is a fundamental term and condition of this Agreement.

3.5.2 The method of payment of the invoiced service fee shall be by bank transfer or as stated on the invoice.

3.5.3 Party A may withhold any reporting, information, documents or collateral obtained through the provision of Services until all payments by Party B have been made.

3.6 Termination

3.6.1 This Agreement may be terminated by either Party **before** the 1st 50% service fee is paid, giving the other Party, a written notice of intention to terminate without any compensation for loss or damage.

3.6.1 If the termination is by Party B **after** the 1st 50% service fee is paid to Party A, there shall be no refund.

3.6.2 Party A shall be entitled to terminate or suspend the Agreement at its sole discretion if Party B breaches any of the material terms of this Agreement, in particular, the punctuality of payment term.

4 **ACCEPTANCE AND ACKNOWLEDGEMENT**

4.1 Party B acknowledges that the availability of properties on the Singapore market for rent or purchase is always subject to market and economic conditions prevailing at the material time beyond the control of Party A.

- 4.2 Party B acknowledges that the relationship between the Parties is not that of a principal-agent arrangement and that Party A is an independent contractor and not Party B's agent.

5 DISCLAIMERS OF WARRANTIES AND EXCLUSION OF LIABILITY

- 5.1 Party A has taken reasonable care in compiling the property listings and information to be proposed to Party B and shall not be responsible for any loss or damage arising from the use of the information.
- 5.2 All information on property presented to Party B is for general information purposes only and on an "as is" or "as is available basis", without any warranties of any kind, whether express or implied. Although it is provided in good faith, Party A does not make any representation or warranty, express or implied on the accuracy, reliability, adequacy, validity or completeness of the information or contents provided. Party A, its directors, employees, servants, affiliates shall not be liable for any negligent mis-statements, errors or omissions or misrepresentation.
- 5.3 To the greatest extent permitted by law, Party A shall not be liable to Party B in contract, tort (including, without limitation, negligence), trust, as fiduciary or under any other cause of action (except in respect of gross negligence, wilful default or fraud) in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by its decision and selection of any property in Singapore.

6 NON-DISCLOSURE AND CONFIDENTIALITY

- 6.1 The Parties agree not to disclose to any third party the transactions contemplated by this Agreement, as well as any discussion taking place among or involving the Parties or shall have taken place or other facts with respect to such discussions, including the status thereof; OR make any disclosure (whether written or oral) with respect to this Agreement on the matters hereby comprehended.
- 6.2 The Parties, separately and individually, confide that any and all contact information, including introductions to individuals, companies, programs, banks, lending institutions, trusts and other individuals or entities and all contracts, procedures, forms, letters and all other verbal or written communication between the parties are the property of its provider and/or his associates.

7 PRIVACY POLICY AND PERSONAL DATA PROTECTION POLICY

- 7.1 Party A is committed to ensure that Party B's privacy and confidential information are strictly protected

under the prevailing laws, including the PDPA. The information that Party B supplies is collected, used or stored for its specific purpose of this Agreement.

7.2 The use of the information or data collected is strictly and primarily used to enable Party A to provide the Services to Party B. However, Party A may use the information for the following purposes as agreed by Party B (which consent Party B can withdraw at any time by a written notice to Party A):-

7.2.1 To provide Party A with information requested from Party B relating to the Services.

8 ENTIRETY OF AGREEMENT

8.1 All alterations and supplements to this Agreement shall be valid only if they are made in writing and signed by the Parties.

8.2 This Agreement supersedes all previous verbal communications, negotiations and written agreements.

8.3 Neither Party shall assign any of the rights or obligations under this Agreement without the express written consent of the other Party.

8.4 Electronic signatures as properly verified and authenticated are deemed to be legally binding.

9 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be construed, governed and enforced according to the laws of Singapore and the Parties submit to the exclusive jurisdiction of the Singapore Courts. It is the intention of the Parties to settle, to the greatest extent possible, any disputes arising between them in an amicable and equitable manner. Should any dispute arise between the Parties concerning any matter under this Agreement, it shall initially be resolved by discussion and negotiation initially and if necessary, by mediation or alternative dispute resolution in the second instance and only in the last resort by litigation or arbitration.

10 EXCLUSION OF THIRD-PARTY RIGHTS

A person or entity who is not a party to this Agreement shall not have any right to enforce any provisions of this agreement pursuant to the Contracts (Rights of Third Parties) Act 2001 or any statutory modification or re-enactment thereof for the time being.

This Agreement is effective from the initial invoice date by Party A.