

IN-SGAsem08

Retainer agreement: freelance marketing professional

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This agreement is dated: [date]

It is made between: [name of the client] (“ ”)

and [Name of freelance marketing professional]

of [address] (the “Consultant”)

Background and purpose of the agreement

- A. Customer is a start-up [details of the business] venture having been set up [] [].
- B. Consultant has the knowledge about potential clients/users in [Countries], he is in possession of a data base in this context and is having definite expertise in the marketing of [business of the Customer] to /
- C. The Customer intends to engage the Consultant as ,
- D. The purpose of this agreement is to regulate the

These are the terms of the agreement

1. Interpretation

In this agreement unless the context otherwise requires:

1.1. a reference to a person includes reference to that person’s successors, legal representatives,

1.2. any agreement by any party not to do or omit

1.3. the headings to the paragraphs ()

1.4. this agreement is made only in the English language. If there is any

2. Duration of agreement

This agreement shall continue until terminated:

2.1. By one party giving 30

;

2.2. Immediately by the Consultant if the Customer fails to pay any
30

;

2.3. Immediately by either party if the other commits any material breach of
any

7

;

2.4. Immediately by either party if a trustee receiver administrative receiver
or similar officer is appointed in respect of all or any part of the
business or assets

(

).

3. Time devoted by Consultant

3.1. It is anticipated the Consultant will []

3.2. The particular amount of

3.3. However, the Consultant shall devote a minimum of [hours]

3.4. Any time spent on one-to-

4. Scope of services and place where such services will be rendered

4.1. The Customer hereby

:

4.1.1 Promoting and marketing the [details of the business of the Customer] on offer

[/] [/]

;

4.1.2 Advising the

;

4.1.3 Negotiation and finalisation of

;

4.2. The Consultant is currently located at [location],

,

;

4.3. The Consultant shall be authorised to represent to his contacts that

;

4.4. In addition, the Consultant will perform services through emails

;

4.5. That wherever necessary, the Customer shall provide adequate time and opportunity, besides access

-

,

[

/]

5. Payment to Consultant

- 5.1. The Consultant shall be [/];
- 5.2. The Consultant shall be paid @ [amount / currency] per hour for the work performed in accordance with ;
- 5.3. The Consultant will submit an itemized statement setting forth the time spent and , 7 ;
- 5.4. The Consultant shall also be entitled to a commission of [%] of the gross

6. Independent contractor

- 6.1. ;

- 6.2. , ,

7. Confidential information

, , ,

8. Customer representative

[]

9. Representations and warranties

Consultant represents and warrants that:

9.1.

[/]

9.2.

;

9.3.

,

;

9.4.

,

;

9.5.

;

9.6.

.

10. Successors and assigns

10.1.

;

10.2.

11. Limitation of liability

12. Dispute resolution

13. Miscellaneous matters

13.1.

13.2.

13.3.

13.4.

[72]

[24]

13.5.

13.6.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CUSTOMER or his Authorised Representative [\[name\]](#)

Authorized Signature

CONSULTANT

Authorized Signature

Explanatory Notes

Retainer agreement: freelance marketing professional

General notes:

1. The fundamental purpose of this agreement is to record the arrangements made
2. The consultant's representations and warranties to the customer are simple and
3. It is very difficult to visualize the misunderstandings that may turn up at every point. That is why it was so important
4. We have devised the arrangement by adopting a
5. We have assumed the jurisdiction of the law where
6. The limitation on liability does

End of notes