VITALSYNAPSE SDN BHD (1179697-M) Contractor Agreement

1. **Introduction**
   1. This Contract for Services sets out the contractual relationship between VITALSYNAPSE SDN BHD (‘VITALSYNAPSE’) and [Full Name] (IC No.) (‘The Contractor’).
   2. It is set out under the following headings:
      * Period of Agreement
      * Basis and Scope of Agreement
      * Confidentiality
      * Business Arrangements
      * Terms of Payment
      * Acceptance of Terms
2. **Period of Arrangement**
   1. This agreement will come into effect on **13/05/16** and will be effective for a period of **5 days**.
   2. It will be possible to amend the terms of this agreement, or terminate the agreement before the end of the agreement, if this is agreed by both parties.
3. **Basis and Scope of Agreement**
   1. Obligations

VITALSYNAPSE is not obliged to offer ongoing work or ongoing contracts to the Contractor nor is the Contractor obliged to accept such contracts if offered. The Contractor is not obliged to make his services available. Specifically both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever either during the course of this contract for services or during any period when services are not available.

* 1. Scope

This agreement covers the provision of Contractor services to VITALSYNAPSE.

1. **Confidentiality**
   1. The Contractor acknowledges that he may receive or have access to information which relates to the VITALSYNAPSE’s past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information.
   2. The Contractor agrees to protect the confidentiality of the VITALYSYNAPSE’s proprietary information and all physical forms thereof, whether disclosed to The Contractor before this Agreement is signed or afterward. Unless strict confidentiality is requested by the VITALSYNAPSE in advance of the establishment of this contract, The Contractor can display materials and final work created for VITALSYNAPSE on The Contractor’s portfolio.
2. **Business Arrangements**
   1. VITALSYNAPSE will pay The Contractor a rate of **MYR 1620.00** for the required project task.

For all work undertaken under this agreement The Contractor will conform to VITALSYNAPSE’s procedures, document standards and other policies and standards in force at that time.

1. **Terms of Payment**
   1. The project sum of **MYR 1620.00** and VITALSYNAPSE agrees to pay The Contractor 40% of the total project cost before any services are provided. The remaining 60% is to be paid as completion of milestones.
   2. Costs for any additional services will be borne by VITALSYNAPSE.
   3. Payment method are to be referred to the following :-

|  |  |  |
| --- | --- | --- |
| Milestone | Description | Total (MYR) |
| 1 | 40% Down payment |  |
| 2 | Application Front- End:  9 pages |  |
|  |  |  |

Table 1: Milestone Description in Brief and Payment Breakdown

1. **Acceptance of Terms**
   1. VITALSYNAPSE promises to pay for the services rendered by The Contractor for the work as agreed upon. By signing below, The Contractor agrees they have read, understood, and are considered legally bonded to these terms.

The Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

VITALSYNAPSE SDN BHD (1179697-M)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)