



# General Terms & Conditions for Independent Contractors

[tailjay.com/gtc](https://tailjay.com/gtc)

**Updated 13.2.2025**

Tailjay Pte. Ltd. ("Company", "The Company", "Tailjay", "DeeLab", "Upsolut") engages independent contractors ("Independent Contractor", "Service Provider", "Creator", "Coach", "Consultant", "Editor", "Manager", "Freelancer", "Developer").

- I. The Company is engaged in the business of providing a wide range of short-term and long-term services to its clients, including; administration; advisory; advertising; AI and machine learning consultation, research and development; business development; branding; coaching; communication and PR; content creation; customer service; data annotation and labeling; design; digital consulting; interim management; market research; media production and post-production; product development; project management; social media management; website analytics and search engine optimization; software, website & application development and maintenance; training; virtual assistance; and writing and editing; among other services, and any other service pursuant to the charter of the Company.
- II. The Company may engage the Independent Contractor on a project-by-project basis, with the specific details of the retainer, duties, and responsibilities to be negotiated separately for each project, as applicable, starting from the Commencement Date.
- III. Nothing in this Agreement constitutes a relationship between employer and employee.
- IV. The Contractor must not act in any way other than as an independent contractor of the Company, except when working as a member of a team on behalf of the Company or its Client, in which case the Contractor may represent the Company or its Client as required.

## 1. Scope & Applicability

- 1.1. These General Terms & Conditions for Independent Contractors ("Terms") apply to all independent contractors engaged by Tailjay Pte. Ltd. and its subsidiaries and business units.
- 1.2. They govern the Contractor's obligations, policies, and general working conditions.

## 2. Roles & Responsibilities

- 2.1. Contractors perform specific duties as agreed per project.
- 2.2. A non-exhaustive list of areas of work and possible roles covered under this agreement includes but is not limited to:
  - AI & Machine Learning Research & Development: Developing AI models, optimizing machine learning algorithms, and conducting industry research.
  - Business Consulting & Strategy: Providing expert guidance on business operations, market positioning, and organizational growth.
  - Content Creation & Media Production: Writing, graphic design, photography, videography, and animation production.
  - Creative & Design Work: Branding, UI/UX design, and visual asset creation for digital and print media.
  - Data Analytics & Insights: Collecting, analyzing, and interpreting data to drive business decisions.
  - Data Annotation & Research: Labeling and structuring data for AI models and conducting market or academic research.
  - Digital Marketing: Strategy development, content creation, SEO, and campaign management.
  - Web & Software Development: Front-end and back-end programming, application maintenance, and feature development.
  - Other Services: The Contractor may provide other services as agreed upon by both parties, subject to their availability and expertise.
  - Collaborate and communicate with The Company and Client organizations, colleagues, and other team members actively to ensure efficient and effective completion of tasks and projects.

## 3. Compliance with Policies

- 3.1. Contractors must adhere to Company policies and standards.
- 3.2. Updated policies are accessible at <https://tailjay.com/tailjay-company-policies.pdf>.
- 3.3. Any policy changes will be communicated, with a 30-day compliance period.

## 4. Compensation & Tax Responsibility

## General Terms & Conditions for Independent Contractors

- 4.1. Payment terms are agreed upon per project.
- 4.2. Contractors are responsible for handling their own tax and statutory contributions.

### 5. Privacy

- 5.1. The Contractor agrees to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of contractor's personal information will be in accordance with privacy legislation.

### 6. Confidentiality

- 6.1. The Contractor undertakes to keep confidential, except as the Company may otherwise consent to in writing, and not disclose, or make any use of except for the benefit of the Company, at any time either during or subsequent to performance by Contractor of services for the Company, any trade secrets, confidential information, knowledge, data or other information of the Company relating to products, processes, scripts, designs, plans, layouts, graphical elements, audio, video, logins, software serial numbers, know-how, intellectual property, technical data, designs, formulas, test data, customer lists, business plans, marketing and manufacturing plans and strategies, and pricing strategies or other subject matter pertaining to any business of the Company or any of its partners, customers, consultants, licensors, licensees or affiliates (collectively, the "Confidential Information"), which Contractor may produce, obtain or otherwise learn of during the course of working with the Company.
- 6.2. Upon the termination the Contractor's appointment with the Company, Contractor shall promptly surrender and deliver to the Company all records, materials, equipment, drawings, documents, lab notes and books and data of any nature pertaining to any Invention (as defined below) or Confidential Information of the Company or to the services provided by Contractor, and Contractor will not take or retain (in any form or format) any description containing or pertaining to any Confidential Information which Contractor may produce or obtain during the course of Contractor's appointment with the Company.
- 6.3. Contractor represents that Contractor's performance of all the terms of this Agreement and as a Contractor of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Contractor in confidence or in trust, and Contractor will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any other person or entity. The contractor will not enter into any agreement, either written or oral, in conflict herewith.

### 7. Intellectual Property Rights

- 7.1. Contractor agrees to assign and transfers to the Company, on a perpetual, worldwide and royalty-free basis, Contractor's entire right, title and interest in and to all intellectual property such as patents, trade marks, trade secrets, copyright, and others which are conceived or created during the period the Contractor is hired by the Company.

## General Terms & Conditions for Independent Contractors

- 7.2. Contractor hereby irrevocably transfers and assigns to the Company any and all Moral Rights that Contractor may have in any intellectual property conceived or developed during the period it is engaged by the Company. The Contractor also hereby forever waives and agrees never to assert against the Company, its successors or licensees any and all Moral Rights which the Contractor may have in any Inventions, even after termination of Contractor's agreement with the Company. For purposes of this Agreement, the term "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

### 8. Non-Compete & Non Solicitation

- 8.1. The Contractor agrees not to engage in competing activities for a period of twelve (12) months after project completion.
- 8.2. The Contractor may not solicit clients of the Company for direct engagements.

### 9. Subcontracting

- 9.1. No obligations under this Agreement or any Statement of Work, which may cause the Company, any of its subcontractors or customers (including end-users) to infringe upon third party's Intellectual Property Rights shall be subcontracted, unless it is approved by Company, which approval shall not be unreasonably withheld or delayed.
- 9.2. The Contractor shall procure that Clause 14 [on quality of work] shall extend to each subcontractor and their subcontractors; and
- 9.3. Each subcontractor shall comply in all respects with the provisions of this Agreement (as if it is the Contractor itself).
- 9.4. The Contractor shall remain the primary debtor and be responsible for the due and timely performance by any subcontractor.

### 10. Rights of The Company

- 10.1. Company reserves the right to adjust the date of submission of any work or works ("the Work") in the event the Contractor fails to complete the Work by the agreed deadline or if the Company requests customary changes or additions to the scope of the Work as originally agreed.
- 10.2. The Company has the sole right to determine the quality of the Work and whether it is fit to be used by the Company for the purpose of this Agreement.

### 11. Quality of Work

## General Terms & Conditions for Independent Contractors

11.1. If the Company finds that the Work is not up to the standards, infringes upon someone else's intellectual property, is scandalous, libellous or disparaging, it may undertake any of the following measures:

- ask the Contractor to modify or edit the Work at no additional fee or price;
- terminate the Agreement without giving prior notice;

11.2. It is understood that the Company may exercise the above options in addition to any other remedies in law or in equity.

## 12. Termination

12.1. Either party may terminate this Agreement with fourteen (14) days written notice.

12.2. Any obligations related to confidentiality and intellectual property survive termination.

## 13. Limitation of Liability

13.1. The Contractor acknowledges and agrees that neither the Company nor its board members, officers, employees or agents, will be liable for any loss or damage arising out of or resulting from the use of the Work by the Company.

## 14. Waiver

14.1. If either party shall waive any breach of this Agreement or forbear to enforce any part of it on any one or more occasion, such waiver or forbearance shall not be taken as evidence against that party and shall not preclude that party from subsequently enforcing any part of this Agreement.

## 15. Governing Law

15.1. This Agreement is governed by the laws of Singapore.

15.2. Any disputes shall first be attempted to be resolved amicably; if unresolved, they will be subject to arbitration in Singapore.

## 16. Dispute Resolution

16.1. The parties agree that they will attempt to settle any dispute, claim or controversy arising out of this Agreement through good faith negotiations in the spirit of mutual cooperation between senior business executives with authority to resolve the controversy.

16.2. Any dispute, claim, or controversy that cannot be resolved by the parties through good faith negotiations within thirty (30) days of the notification to the other party of the commencement

## General Terms & Conditions for Independent Contractors

of the dispute resolution procedures of this Agreement will then, upon the written request of any party hereto, be resolved by binding arbitration conducted in accordance with the rules of the Singapore International Arbitration Centre (SIAC) by a sole arbitrator. Such arbitrator shall be mutually agreeable to the parties. If the parties cannot mutually agree upon the selection of an arbitrator, the arbitrator shall be selected in accordance with the effective rules of the Singapore International Arbitration Centre (SIAC). The place of arbitration shall be in Singapore.

- 16.3. Nothing contained in this Agreement shall prevent any party hereto from resorting to judicial process if injunctive or other equitable relief from a court is necessary to prevent injury to such party. The use of arbitration procedures will not be construed under the doctrine of laches, waiver or estoppel to adversely affect the rights of any party hereto to assert any claim or defence.
- 16.4. If the parties fail to resolve the dispute via good faith negotiations or via arbitration, they may decide to resolve the dispute via litigation. The parties agree to submit to the jurisdiction of courts in Singapore.

### 17. Updates & Amendments

- 17.1. The Company reserves the right to update these Terms.
- 17.2. Contractors will be notified of amendments, which will take effect within 30 days.

Ensure that the Independent Contractor Agreement is signed. Project details must be mutually agreed upon for each assignment, with a written format recommended.

**Tailjay Pte. Ltd.**

[contract@tailjay.com](mailto:contract@tailjay.com)