

MSA — Orchard Brand Studio (Provider) & Tanjong Climate (Customer)

Sample document — not legal advice. This document was drafted by the LawCrew AI agent team and is published at lawcrew.ai/samples as a showcase of how our pipeline approaches a common Singapore MSA scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Failed gates: required_clauses; Auto-revision exhausted after 5 attempts. Remaining: Clause 5.2: Unifies the redundant 'Customer Materials' definition with the globally defined 'Customer Data' to eliminate ambiguity in the intellectual property and indemnity clauses.; Clause 7.2: Replaces the redundant term 'Customer Materials' with the globally defined 'Customer Data' to maintain internal consistency.; Clause 9.1: Updates the indemnity carve-out to use the unified 'Customer Data' definition, ensuring the Service Provider is not liable for third-party IP claims caused by the Customer's inputs.; Clause 6.1: Permits the Service Provider to lawfully share Confidential Information with authorized sub-processors, correcting an internal inconsistency with Clause 2.5.; Clause 13(g): Carves out indemnity beneficiaries from the exclusion of third-party rights, ensuring that officers and employees can actually enforce the indemnities granted to them under Clause 9.). **It is not legal advice and is not tailored to any specific transaction.**

LawCrew is a legal-technology service, not a law firm. For your own matter, run an intake through the product and engage an independent Singapore-qualified lawyer to review before signing.

Sample MSA #03 · Agent-drafted; routed to lawyer review · Published 2026-05-24

This Master Services Agreement is entered into as of **2026-07-01** between **Orchard Brand Studio Pte Ltd ("Service Provider")** and **Tanjong Climate Pte Ltd ("Customer")**. The Service Provider and Customer are each referred to as a "**Party**" and collectively as the "**Parties**".

1. Definitions

In this Agreement:

"**Agreement**" means this Master Services Agreement including all Schedules, Exhibits, and Statements of Work executed by the Parties from time to time.

"**Applicable Law**" means all statutes, regulations, by-laws, codes, and other rules having the force of law applicable to a Party or to this Agreement in any relevant jurisdiction.

"**Business Day**" means a day (other than Saturday, Sunday, or a public holiday in Singapore) on which banks are open for general business in Singapore.

"Confidential Information" means any non-public information of a Party (including pricing, technical data, business plans, customer lists, and financial information) disclosed in connection with this Agreement, whether disclosed before or after the Effective Date, in any form.

"Customer Data" means data, content, and information provided by Customer to Service Provider for the purpose of receiving the Services, including any personal data within that dataset.

"Deliverables" means the outputs, documents, software, materials, and other work product that Service Provider is required to produce and deliver to Customer under a SOW.

"Effective Date" means the date first written above.

"Force Majeure Event" means any event beyond a Party's reasonable control, including acts of God, natural disasters, war, terrorism, epidemic, pandemic, cyber-attacks by unaffiliated third parties, and government actions.

"Intellectual Property Rights" means all patents, copyright, trade marks, service marks, design rights, rights in databases and compilations, trade secrets, know-how, and all other intellectual and industrial property rights of any kind, whether registered or unregistered, in any jurisdiction.

"Services" means the professional services and activities that Service Provider agrees to perform for Customer as described in a SOW.

"SOW" or **"Statement of Work"** means a written document executed by both Parties that describes a specific engagement, referencing this Agreement and setting out the scope, deliverables, timeline, fees, and acceptance criteria.

"Term" has the meaning given in the Term clause of this Agreement.

2. Services

2.1 Engagement. Service Provider agrees to perform the Services for Customer as described in Statements of Work agreed and executed by the Parties under this Agreement.

2.2 SOW Contents. Each SOW shall specify: (a) scope of Services; (b) Deliverables and acceptance criteria; (c) timeline and key milestones; (d) applicable fees; and (e) any special terms applicable to that engagement.

2.3 SOW Execution. A SOW is binding only when signed (including by electronic signature) by an authorised representative of each Party. In the event of any conflict between a SOW and this Agreement, this Agreement shall prevail unless the SOW expressly states otherwise.

2.4 Change Orders. Either Party may request changes to the scope or terms of an SOW by providing a written Change Order request. No change to an executed SOW is effective unless and until a written Change Order is signed by both Parties.

2.5 Service Standards. Service Provider shall perform the Services with reasonable skill and care, consistent with applicable industry standards, and shall provide appropriately skilled and experienced personnel. Where the Services involve processing Customer Data that includes personal data, Service Provider shall comply with its obligations as a data intermediary under the Personal Data Protection Act 2012 (Singapore), implement reasonable security arrangements, notify Customer of any data breach within 48 hours, and obtain Customer's prior written consent before engaging any sub-processor.

2.6 Customer Obligations. Customer shall provide Service Provider with timely access, information, materials, decisions, and approvals reasonably required for Service Provider to perform the Services. Any delay caused by Customer's failure to do so shall extend corresponding timelines only to the extent such delay directly impacts Service Provider's ability to perform, without liability to Service Provider.

2.7 Acceptance. Upon delivery of any Deliverable, Customer shall review it against the acceptance criteria in the applicable SOW and within **10 Business Days** (or such other period as the SOW specifies) either: (a) notify Service Provider in writing of non-conformance, specifying the deficiencies in reasonable detail; or (b) provide written acceptance. If Customer fails to respond within that period, Service Provider shall issue a written reminder, after which Customer shall have a further 5 Business Days to respond before the Deliverable is deemed accepted. Service Provider shall remedy notified deficiencies within a timeframe agreed in good faith, following which Customer shall re-review within **5 Business Days**. If the Deliverable fails re-acceptance, Customer may, at its sole discretion, terminate the applicable SOW without liability, require a pro-rata refund for the non-conforming Deliverable, or require Service Provider to attempt further correction.

3. Fees and Payment

3.1 Fee Structure. The Customer shall pay a monthly retainer of **SGD 18,000** in advance on or before the first Business Day of each calendar month. The retainer covers a baseline of services as agreed in the applicable SOW; services in excess of the baseline shall be charged at rates set out in the SOW. All fees stated above are exclusive of Goods and Services Tax (GST); GST will be charged in addition at the prevailing rate where applicable, subject to Service Provider issuing a valid tax invoice. Any unused baseline services or retainer value shall roll over to the immediately following calendar month.

3.2 Payment Terms. Unless otherwise stated in the applicable SOW, all invoices are due and payable within **30 days** of receipt of a valid tax invoice.

3.3 Late Payment. Amounts not paid by the due date shall accrue interest at the rate of 5.33% per annum (or the maximum rate permitted by Applicable Law, whichever is lower), calculated daily from the due date until the date of actual payment. Customer may set off any amounts due from Service Provider against any fees payable under this Agreement.

3.4 Disputed Invoices. If Customer disputes any part of an invoice in good faith, Customer shall: (a) pay the undisputed portion by the due date; (b) notify Service Provider in writing of the dispute prior to the invoice due date, setting out the grounds; and (c) cooperate in good faith to resolve the dispute promptly. Interest does not accrue on amounts subject to a bona fide dispute.

4. Term

4.1 Initial Term. This Agreement commences on the Effective Date and continues for an initial term of **12 months** (the "**Initial Term**"). The Initial Term together with any subsequent renewal periods constitute the "**Term**", subject to earlier termination in accordance with this Agreement.

4.2 Renewal. Following the Initial Term, this Agreement shall renew for successive 12-month periods only upon the mutual written agreement of the Parties at least **30 days** before the end of the then-current term.

4.3 Active SOWs. Except in the event of termination for cause or insolvency under clause 10, expiry or termination of this Agreement does not affect any SOW that is then in force; the terms of this Agreement shall continue to apply to any active SOW until it concludes or is separately terminated.

5. Intellectual Property

5.1 Ownership of Deliverables. Service Provider retains ownership of its pre-existing intellectual property, tools, methodologies, and general know-how ("**Background IP**"). All Intellectual Property Rights in Deliverables created, developed, or provided by Service Provider to Customer under this Agreement (excluding Background IP) shall, upon creation, vest in and be assigned to Customer. Service Provider hereby assigns (and to the extent such assignment of future rights is unenforceable, agrees to assign) to Customer all such rights, and shall execute all documents reasonably necessary to perfect such assignment. Service Provider grants Customer a perpetual, irrevocable, worldwide, transferable, non-exclusive, royalty-free licence to use, modify, and reproduce Background IP to the extent embedded in or necessary to use the Deliverables.

5.2 Customer's Pre-existing IP. Customer retains all Intellectual Property Rights in data, materials, and content provided by Customer to Service Provider ("**Customer Materials**"). Customer grants Service Provider a limited, non-exclusive licence to use Customer Materials solely to perform the Services.

5.3 No Implied Licence. Except as expressly set out in this Agreement, neither Party grants the other any right, title, or interest in its intellectual property.

6. Confidentiality

6.1 Obligations. Each Party (as "**Receiving Party**") shall: (a) keep Confidential Information of the other Party (the "**Disclosing Party**") strictly confidential; (b) use Confidential Information only for

the purpose of performing or receiving the Services; (c) not disclose Confidential Information to any person other than its employees, officers, and professional advisers who need to know it and who are bound by obligations of confidentiality no less protective than those in this Agreement; and (d) apply at least the same degree of care to protecting Confidential Information as it applies to its own confidential information of a similar nature, and in any event no less than reasonable care.

6.2 Exclusions. The obligations in clause 6.1 do not apply to information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) was in the Receiving Party's possession free of restriction before disclosure; (c) is independently developed by the Receiving Party without use of Confidential Information; or (d) is received from a third party who is not under any obligation of confidentiality in respect of it.

6.3 Required Disclosure. A Receiving Party may disclose Confidential Information to the extent required by Applicable Law or a court or regulatory authority of competent jurisdiction, provided it gives the Disclosing Party reasonable prior written notice (to the extent permitted by law) and discloses only the minimum information required.

6.4 Survival. The obligations in this clause survive termination or expiry of this Agreement for a period of five (5) years.

7. Warranties and Representations

7.1 Mutual Warranties. Each Party warrants to the other that: (a) it has full power and authority to enter into and perform this Agreement; (b) this Agreement constitutes a legal, valid, and binding obligation enforceable against it; and (c) execution and performance of this Agreement does not conflict with any other agreement by which it is bound.

7.2 Service Provider's Warranties. Service Provider warrants that: (a) the Services will be performed with reasonable skill, care, and diligence by suitably qualified personnel; (b) Deliverables will materially conform to the specifications in the applicable SOW for a period of 30 days following delivery and acceptance; and (c) the Deliverables do not infringe any third-party Intellectual Property Rights, except to the extent arising from Customer Materials or Customer's instructions.

7.3 Disclaimer. Except as expressly stated in this Agreement, all warranties, conditions, and representations, whether express or implied (by statute or otherwise), are excluded to the fullest extent permitted by Applicable Law. The Services and Deliverables are provided on an "as is" basis beyond the express warranties above.

8. Limitation of Liability

8.1 Aggregate Cap. Each Party's total aggregate liability to the other Party under or in connection with this Agreement (whether in contract, tort including negligence, statute, or otherwise) shall not exceed the total fees paid or payable by Customer to Service Provider in the twelve (12) months

immediately preceding the event giving rise to the claim (or, if the claim arises in the first twelve months of the Agreement, the total fees payable for the first twelve months).

8.2 Exclusion of Consequential Loss. In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages, whether arising in contract, tort (including negligence), statute, or otherwise, even if the Party has been advised of the possibility of such damages. Loss of data and costs of recreating data shall be considered direct recoverable losses.

8.3 Uncapped Heads. The limitations in clauses 8.1 and 8.2 do not apply to liability arising from: fraud or fraudulent misrepresentation; wilful misconduct or wilful default; death or personal injury caused by negligence; intellectual property indemnity obligations; and breach of confidentiality or data protection obligations.

9. Indemnity

9.1 IP Indemnity by Service Provider. Service Provider shall indemnify and hold harmless Customer and its officers, directors, and employees against any third-party claims, losses, and expenses (including reasonable legal fees) arising from an allegation that the Services or Deliverables (excluding Customer Materials) infringe any third-party Intellectual Property Rights.

9.2 Customer Data Indemnity. Customer shall indemnify and hold harmless Service Provider and its officers, directors, and employees against any third-party claims, losses, and expenses arising directly from an allegation that Customer Data infringes a third party's Intellectual Property Rights.

9.3 Conditions. An indemnified Party shall: (a) give the indemnifying Party prompt written notice of any claim; (b) grant the indemnifying Party control of the defence and settlement (provided no settlement imposes liability or obligation on the indemnified Party without its consent, and the indemnified Party may participate using counsel of its choice at its own expense); and (c) provide reasonable cooperation at the indemnifying Party's cost.

10. Termination

10.1 Termination for Cause. Either Party may terminate this Agreement by written notice if the other Party commits a material breach and (where the breach is capable of remedy) fails to remedy it within **30 days** of written notice specifying the breach.

10.2 Termination for Insolvency. Either Party may terminate this Agreement immediately by written notice if the other Party enters into liquidation, is declared insolvent, has a receiver or judicial manager appointed over any of its assets, makes a composition with creditors, or takes or suffers any analogous action in any jurisdiction.

10.3 Termination for Convenience. Customer may terminate this Agreement (or any SOW) without cause by giving Service Provider not less than **60 days'** prior written notice. Upon such termination,

Customer shall pay for all Services performed and costs reasonably incurred up to the effective termination date.

10.4 Consequences of Termination. Upon expiry or termination of this Agreement: (a) all outstanding fees for Services rendered to the termination date shall be invoiced and paid in accordance with clause 3; (b) each Party shall promptly return or destroy the other Party's Confidential Information upon written request, provided that Service Provider shall first transition all Customer accounts, advertising assets, and administrative access to Customer in a timely manner; (c) all active SOWs shall continue in accordance with clause 4.3 unless the Parties agree otherwise in writing; and (d) the following clauses survive: Fees and Payment, Confidentiality, Intellectual Property, Limitation of Liability, Indemnity, Governing Law and Dispute Resolution, Notices, General, and this clause 10.4 (along with any Definitions necessary for their interpretation).

11. Notices

All notices and other communications under this Agreement shall be in writing and delivered to the registered address of the relevant Party (or such other address as a Party notifies the other in writing). A notice is deemed received: (a) on delivery, if delivered by hand or prepaid courier; (b) on the next Business Day after dispatch, if sent by courier requiring signature on delivery; and (c) on the date of transmission (if sent on a Business Day before 5.00 pm Singapore time) or on the next Business Day (if sent after 5.00 pm or on a non-Business Day), if sent by email with read-receipt confirmation or with no delivery-failure notification received within 24 hours. Each Party shall specify a contact address (including email) in the signature block of this Agreement.

12. Governing Law and Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of Singapore. Disputes shall first be referred to mediation at the Singapore Mediation Centre ("**SMC**") under its Mediation Rules. If a dispute is not resolved within 60 days of the commencement of mediation (or such longer period as the Parties may agree), either Party may refer the dispute to arbitration administered by the Singapore International Arbitration Centre (SIAC) under the SIAC Arbitration Rules in force at the commencement of the arbitration. The seat of arbitration shall be Singapore; the language shall be English; the tribunal shall consist of one arbitrator. Nothing in this clause prevents either Party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction.

13. General

(a) **Entire Agreement.** This Agreement (including all SOWs and Schedules) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings. (b) **Amendments.** No amendment to this Agreement is effective unless in writing and signed by authorised representatives of both Parties. (c) **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent

jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable, consistent with the Parties' original intent. (d) **Waiver.** No failure or delay by a Party in exercising any right under this Agreement shall constitute a waiver of that right. A waiver of any breach does not constitute a waiver of any subsequent breach. (e) **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights or obligations under it without the prior written consent of the other Party, except that Customer may assign this Agreement to an affiliate or successor entity upon written notice. Service Provider shall not assign or subcontract this Agreement without Customer's prior written consent. (f) **Force Majeure.** Neither Party shall be liable for any failure or delay in performance (excluding any payment obligations) to the extent caused by a Force Majeure Event, provided the affected Party: (i) gives prompt written notice to the other Party; (ii) uses reasonable endeavours to mitigate the effect; and (iii) resumes performance as soon as reasonably practicable. If a Force Majeure Event continues for more than 60 days, either Party may terminate this Agreement on 14 days' written notice without liability (other than for accrued fees). (g) **Third-Party Rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement, except for permitted assignees and successors. (h) **Electronic Execution.** This Agreement may be executed in counterparts (including by electronic signature). Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. Electronic signatures are valid under the Electronic Transactions Act 2010 of Singapore.

14. Execution

Service Provider	Customer
Orchard Brand Studio Pte Ltd	Tanjong Climate Pte Ltd
By: Charmaine Goh Pei Shan (Founder and Creative Director)	By: Priya Sharma (Chief Executive Officer)
Date: _____	Date: _____
Address: _____	Address: _____
Email: _____	Email: _____

Schedule 1 — Description of Services

Ongoing marketing-services retainer covering brand stewardship, content production, paid-media planning and execution, and lifecycle email programmes. Each month the Provider will deliver a baseline of 12 long-form content pieces, 24 short-form social posts, paid-media management across LinkedIn and Google with a monthly working-media budget agreed in writing, monthly performance

reporting, and a quarterly brand-and-creative review. Services are scoped to the Customer's B2B audience of sustainability and ESG decision-makers in Singapore, Malaysia and Indonesia.