



Enterprise Support Asia Pte Ltd

IMPORTANT NOTICE TO SERVICE PROVIDERS

PLEASE READ THIS AGREEMENT CAREFULLY AS IT GOVERNS YOUR RIGHTS AND OBLIGATIONS, IF YOU REGISTER WITH ENTERPRISE SUPPORT ASIA PTE LTD. BY REGISTERING AS A SERVICE PROVIDER USING ENTERPRISE SUPPORT ASIA ONLINE REGISTRATION SYSTEM, YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE UNCERTAIN ABOUT ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, PLEASE SEEK ADVICE FROM YOUR LAWYER OR ACCOUNTANT. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT DO NOT COMPLETE THE ONLINE APPLICATION FORM. THIS AGREEMENT WILL BE ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THROUGH WHICH YOU HAVE REGISTERED TO PROVIDE THE SERVICES.

SERVICE PROVIDER AGREEMENT – TERMS AND CONDITIONS

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1. Parties

- 1.1. Enterprise Support Asia Pte Ltd a private company incorporated in the Republic of Singapore under registration number 200504180W and having its business address at 105 Cecil Street, #06-L1, The Octagon, Shenton Way, Singapore 069534 (The Company); and
- 1.2. The Service Provider whose identity and details have been completed by the Service Provider or his/her agent or representative in the relevant registration input fields and recorded by the Enterprise Support Asia server database system.

2. Recital

- 2.1. The Company provides business support services (which include business advice, coaching, mentoring, training and other business services in all possible business sector and discipline) for the benefit of commercial entities and businesses;
- 2.2. The Service Provider has certain specialized skills and expertise which he/she wishes to offer and which the Company wishes to deploy for the benefit of such commercial entities and businesses.
- 2.3. The Company and the Service Provider wish to record the Terms and Conditions on which the Service Provider will provide and the Company will deploy his/her professional services in this agreement.

3. Definitions and Interpretation

- 3.1. In this Agreement unless the context indicates otherwise, the words and expressions below will have the following meanings:
 - 3.1.1. Agreement means this Service Provider engagement and its annexure;
 - 3.1.2. Commencement Date means the date on which the Company signs, accredits and approves the Registration Application Form referred to in clause 4.1 appointing the applicant as an official Service Provider;
 - 3.1.3. Registration Application Form means the registration application form referred to in clause 4.1 completed by the applicant for the position of an official Service Provider, which form may be in hardcopy or electronic format;
 - 3.1.4. Service Requisition (assignment, engagement, project, consultation) means the electronic or written form agreed to by the Service Seeker and the Service Provider and, where relevant, the Sponsor or Super Sponsor, which sets out the details of the professional services to be provided by the Service Provider and is more fully described in clause 7.3;
 - 3.1.5. Professional service means the services to be provided by the Service Provider to a registered Service Seeker in terms of a Service Requisition and includes the provision of business advice, mentoring, coaching, training, other business services or consulting to be used by commercial entities and businesses;
 - 3.1.6. Sponsor means a person or organization requisitioning professional services on behalf of a Service Seeker and assumes responsibility for payment to the service Provider for that professional service;
 - 3.1.7. Business day means any day other than a Saturday, Sunday or public holiday in Singapore;
 - 3.1.8. Service Provider means a person registering on this website for the purpose of being considered for providing professional services to a registered Service Seeker from time to time;
 - 3.1.9. Service Seeker means a person or organization registered on this website seeking a professional service which may, subject to suitability and availability, be provided by a Service Provider.
- 3.2. This Agreement will be interpreted in accordance with the following principles:
 - 3.2.1. A reference to a person includes a reference to an individual, partnership, company, corporation, business, a trust, an unincorporated association or a joint venture and that person's legal representatives, successors and permitted assigns;
 - 3.2.2. Words importing the masculine will include a reference to the feminine and vice-versa.
 - 3.2.3. Words importing the singular will include a reference to the plural and vice-versa;
 - 3.2.4. Reference to a document includes an amendment or supplement to, or replacement of that document;
 - 3.2.5. The headings appearing in this Agreement are for reference purposes only and will not affect the interpretation hereof;

- 3.2.6. Where figures are referred to in numerals and words, if there is any conflict between the two, the words will prevail;
- 3.2.7. If any provision is a definition and is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect will be given to it as if were a substantive provision in the body of this Agreement; and
- 3.2.8. In the event that the day for performance of the obligation to be performed in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for the performance will be the immediate preceding Business Day.

4. Registration

- 4.1. An applicant for registration as an official Service Provider (The Applicant) will complete the electronic or hardcopy Registration Application Form provided to him/her or made available electronically to him/her by the Company for such purpose after accreditation and the Applicant will complete accurately and correctly all the details and information required by such Registration Application Form.
- 4.2. Upon completion by the Applicant of the Registration Application Form, the Applicant will submit such a form in such manner or such place as the Company may require.
- 4.3. If applicable the Company will, within 10 Business Days, endeavor to notify the Applicant whether he/she has been successful in being registered as an official Service Provider, provided that;
 - 4.3.1. The Company may in its sole and absolute discretion decide whether to register an Applicant as an official Service Provider;
 - 4.3.2. In determining whether to officially register the Applicant as an official Service Provider, the Applicant hereby consents to the Company undertaking such as reference and professional credential checks on the applicant as the Company may consider reasonable necessary;
 - 4.3.3. If the Company fails to provide such notice of the outcome of the Applicants application to the Applicant or rejects the Applicants application to become an official Service Provider, the Applicant will have no claim against the Company whatsoever;
 - 4.3.4. The Applicant will only be considered an officially accredited Service Provider under this Agreement if the Company has provided the Applicant with a written notice (whether in electronic or hardcopy format) that his /hers application has been successful and that the Company has accepted and registered the Applicant as an official Service Provider.

5. Appointment

- 5.1. With effect from the Commencement Date, the Company appoints the Service Provider who accepts such appointment to provide the professional services from time to time subject to the terms and Conditions of this Agreement.
- 5.2. The appointment set out in clause 5.1 will remain in force in perpetuity until terminated by either party in accordance with clause 16.1.
- 5.3. The Service Provider consents to his/hers details being stored in an electronic server database for such purposes and be maintained by The Company and accessed and reviewed for the purposes set out in this Agreement by any or all of The Company, Service Seekers, Sponsors and Super Sponsors.

6. Status of This Agreement

- 6.1. This Agreement is an enabling Agreement under the terms and conditions of which The Company may from time to time arrange for the Service Provider to provide professional services to a Service Seeker, either with or without the facilitation of a Sponsor or Super Sponsor, in accordance with clause 7.

- 6.2. Except where specially provided to the contrary, each professional service provided by the Service Provider to a Service Seeker in accordance with a Service Requisition will incorporate and be subject to the terms and conditions of this Agreement.
- 6.3. Insofar as any provision in a Service Requisition conflicts with a term or condition of this Agreement, the provision in the Service Requisition will prevail.

7. Services

- 7.1. The Company may from time to time notify the Service provider of particular professional services which are required by the Service Seeker and ask the Service Provider whether he/her wishes to be considered for the purposes of providing those professional services to the Service Seeker.
- 7.2. Where the Service Provider does wish to be considered for providing the professional services notified by The Company under clause 7.1 he/her will at his/hers own cost provide such information and attend such meetings as The Company require in order for The Company and the Service Seeker and, where applicable, the Sponsor or Super Sponsor concerned to determine the suitability of the Service Provider for the particular professional service.
- 7.3. Where The Company, the Service Seeker, the Service Provider and, where applicable the Sponsor or Super Sponsor, agree that the Service Provider is suitable to provide the particular professional services required, the Service Seeker and, where applicable, the Sponsor or Super Sponsor will authorize the Service Requisition for those professional services in a Service Requisition (which may be electronically or hardcopy format) which will set out, amongst other things:
 - 7.3.1. The Scope, nature and manner of performance of the professional services to be provided by the Service Provider to the Service Seeker;
 - 7.3.2. The duration of the professional services to be provided;
 - 7.3.3. The fees to be paid by the Service Seeker or, where applicable, the Sponsor or Super Sponsor to The Company, and
 - 7.3.4. The fees to be paid by The Company to the Service provider, in relation to the professional service.
- 7.4. Upon receipt of the Service Requisition for the professional services, the Service Provider will commence providing the professional services set out in the Service Requisition on such commencement date as may have been determined by the parties in the Service Requisition, subject to the terms and conditions of this Agreement.
- 7.5. Notwithstanding anything else in this Agreement, The Company will not be obliged at any time to provide the Service Provider with notices of any potential Service Requisitions or to agree to any Service Requisitions and the Service provider will not be under any obligation, prior to the confirmation of the Service Requisition under clause 7.3 and 7.4, to provide any professional service notified to him/her by The Company under clause 7.1.

8. Professional Services

- 8.1. Where the Service Provider has undertaken to provide the professional services pursuant to a Service Requisition, the Service Provider undertakes in relation to that professional service to:
 - 8.1.1. Perform and provide the professional services with the care, accuracy and competence expected of a high caliber person of his/hers qualifications, expertise and experience;
 - 8.1.2. Act in accordance with any particular directives given by The Company;
 - 8.1.3. Fully adhere to the Code of Conduct set out in Annexure A;
 - 8.1.4. Immediately inform The Company should he/her encounter any personal or professional conflict of interest arising out of his/hers provision of the professional service for a particular Service requisition.

- 8.2. The Service Provider will, unless otherwise agreed in writing by The Company, provide his/hers own facilities and equipment necessary to provide the professional services in relation to any particular Service Requisition.
- 8.3. Without limiting the Service Provider's under clause 8.1, the Service Provider will;
 - 8.3.1. Provide The Company with written reports in such form and containing such information as The Company may require on the professional services being provided by the Service Provider to the Service Seeker under the Service requisition which reports will be provided to The Company on its request but in any event no less than monthly within 7 days of the end of each month;
 - 8.3.2. Meet with The Company on a monthly basis or otherwise on the reasonable request of The Company to discuss matters pertaining to the rendering of the professional services, and the results of rendering the professional services.
- 8.4. Notwithstanding anything else in this Agreement, The Company and any of its representatives, agents or advisers, will at all times be entitled on demand to have access to any information maintained or in the possession of the Service Provider relating to any Service Seeker receiving or who has received the professional services.

9. Fees

- 9.1. Subject to clause 7.3 and to the Service provider providing the professional services in accordance with any relevant Service Requisition and this Agreement, The Company will pay the Service Provider such fees and at such intervals as they may agree in each Service Requisition and subject to receiving payment from the Service Seeker and where applicable the Sponsor or Super Sponsor.
- 9.2. The fees payable by The Company will inclusive of GST.
- 9.3. No fee will be payable by The Company to the Service Provider if the Service provider has not been appointed for or is not providing any professional services in relation to any Service Requisition.
- 9.4. The fee payable by The Company to the Service provider will be payable by The Company monthly in arrears on or before the 7th day of the month following the month in question.
- 9.5. The Company shall reimburse only such disbursements and expenses properly incurred by the Service provider and as are approved by The Company either electronically or in writing prior to such expenses being incurred and provided that such supporting documentation as The Company may reasonably require is provided in support of such claim.
- 9.6. The Company shall not stand guarantor for monies owned to the Service Provider by the Service Seeker. This business risk of non-payment by the Service Seeker shall vest with the Service Provider.

10. Indemnity and Insurance

- 10.1. The Service Provider is engaged for its ability, expertise and experience in providing the professional services upon which the Service Seeker will rely and, according, the Service Provider hereby indemnifies and holds The Company harmless against any loss or damage of any nature supplied by the Service Provider to the Service Seeker pursuant to this Agreement.
- 10.2. The Service Provider further indemnifies and holds The Company harmless against any liability to third parties arising from the Service Provider's provision of the professional services, including any infringement or violation of any third party's trade secrets, property information, trade marks or intellectual property rights and the Service provider will reimburse The Company with all costs, damages and reasonable legal fees incurred by The Company in any action instituted by a third party in connection with any matter arising under clause 10.

11. Copyright

- 11.1. The Service Provider acknowledges and agrees that the copyright in and ownership of the information made available to him/her by The Company from time to time, vests and shall remain vested in The Company.

- 11.2. Except with the written consent of The Company or specifically for the purposes of providing the professional services, the Service provider will not at any time, copy, duplicate or reproduce in any manner or form, the information provided to him/her under this Agreement or make any adaptations or translations of such information.

12. Restraint

- 12.1. The Service Provider undertakes to The Company that for the duration of this Agreement and for a period of 12 months after the termination of this Agreement for any reason whatsoever, the Service provider will not, either alone or jointly or together with or as agent for any other person, partnership, body corporate, trust or association of any nature whatsoever provide any professional services to a Service Seeker which had been previously been subject of his/hers Service Requisition and which professional services are the same as or similar nature to the professional services.
- 12.2. The Service Provider acknowledges and agrees that the undertaking given in terms of clause 12.1 is fair and reasonable with regard to its nature, restraint and period and necessary to protect the proprietary interest of The Company and its Service Seekers and /or Sponsors and Super Sponsors.

13. Dispute Resolution

- 13.1. Should a dispute occur between any party in regard to any matter arising out of this Agreement or its interpretation or their respective rights and obligations under this Agreement or its cancellation or any matter arising out of its cancellation, the parties will first endeavor to resolve that dispute themselves in good faith and with due willingness and intention to determine a solution.
- 13.2. If the parties involved in the dispute are unable to resolve their dispute in accordance with clause 13.1 within 21 days of having declared a dispute, the matter will be referred to and decided by arbitration in accordance with clause 13.3.
- 13.3. Arbitration between the parties will be subject to the following terms and conditions:
- 13.3.1. There will be 1 arbitrator who will be, if the question in issue is:
- 13.3.1.1. Primarily an accounting matter, an independent qualified chartered accountant of not less than 15 years' standing;
 - 13.3.1.2. Primarily a legal matter, a practicing attorney or advocate of not less than 15 years' standing;
 - 13.3.1.3. Primarily a technical matter, a suitable qualified and experienced individual of not less than 15 years' standing;
 - 13.3.1.4. Any other matter in any discipline, a suitable qualified and experienced individual of not less than 15 years' standing.
- 13.3.2. The appointment of the arbitrator will be agreed upon between both parties, but failing agreement between them within a period of 10 Business Days after the arbitration has been demanded, any of the parties will be entitled to request the chairperson for the time being of the Arbitration Foundation of Singapore to make the appointment and, in making his or her appointment to have regard to the nature of the dispute.
- 13.3.3. Subject to the other provisions arbitrations will be held in Singapore in accordance with the provisions of the Arbitration Law.
- 13.3.4. The decision of the arbitrator will be final and binding on the parties, and may be made an order of any Court of competent jurisdiction. Each of the parties hereby submits itself to the jurisdiction of the High Court of Singapore should any other party wish to make the arbitrator's decision an order of that Court.

14. Confidentiality

- 14.1. The Service Provider will treat and hold as secret and confidential all information which he/her may receive from The Company, Service Seeker, Sponsor or Super Sponsor or which becomes known to him/her during the course of performing his/hers obligations under this Agreement, which confidential information will include all software and

associated material and documentation, including information contained therein, and all information relating to past, present and future research and development of The Company and any Service Seeker or Sponsor or Super Sponsor, and their respective business activities, products, services, customers and clients, and technical knowledge.

- 14.2. The Service Provider undertakes and agrees that in order to protect the proprietary interest of The Company and any Service Seeker or Sponsor or Super Sponsor in and to such confidential information:
 - 14.2.1. The Service Provider will not at any time, whether during the currency of this Agreement or thereafter, either use any confidential information of The Company, Service Seeker or Sponsor or Super Sponsor or directly or indirectly divulge or disclose any confidential information of The Company, Service Seeker or Sponsor or Super Sponsor to third parties;
 - 14.2.2. All written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of The Company, Service Seeker or Sponsor or Super Sponsor which have or will come into the possession of the Service Provider will be and will at all times remain the sole and absolute property of The Company, Service Seeker or Sponsor or Super Sponsor, as the case may be.
- 14.3. Upon termination, cancellation or expiry of this Agreement, the Service Provider will deliver up to The Company or, at The Company's option, destroy all originals and copies of confidential information in its possession.
- 14.4. The obligations in clauses 14.1, 14.2 and 14.3 will not apply to any information which:
 - 14.4.1. Is lawfully in the public domain at the time of disclosure to the Service Provider;
 - 14.4.2. Subsequently becomes lawfully part of the public domain by publication or otherwise;
 - 14.4.3. Subsequently becomes available to the Service Provider from a source other than The Company, Service Seeker or Sponsor or Super Sponsor which is lawfully entitled without any restriction on disclosure to disclose such confidential information to the Service Provider, or
 - 14.4.4. Is disclosed by the Service provider pursuant to a requirement or request by operation of law, regulation or Court order.
- 14.5. This clause 14 is severable from the rest of this Agreement and will remain valid and binding on the parties notwithstanding any termination of this Agreement.
- 14.6. The Service Provider hereby indemnifies The Company and holds it harmless against any loss or damages that it may suffer as a result of any breach of any term of this clause 14.

15. Breach

- 15.1. Should the Service Provider commit a breach of this Agreement and fail to remedy that breach within 7 Business Days after receipt from The Company of written notice calling upon him/her so to do, then The Company will be entitled, in addition to and without prejudice to any right it may have as a result of that breach, either to:
 - 15.1.1. Enforce the performance of the terms hereof; or
 - 15.1.2. Cancel at its election either the Service Requisition in respect of which the breach occurred or this Agreement in its entirety and recover such damages as it may have sustained.
- 15.2. The Company's remedies under clause 15.1 will not be exhaustive and will be in addition and without prejudice to any other remedies they may have whether for damages or otherwise.
- 15.3. Nothing in this Agreement will prevent any party from seeking relief on an urgent or interlocutory basis from any High Court of Singapore with jurisdiction.

16. Termination

- 16.1. Either party may terminate this Agreement by giving 1 month's written notice provided that the Service Provider will not be entitled to terminate this Agreement prior to the completion of any Service Requisition.
- 16.2. Should a Service Requisition be terminated by either party in terms of clause 15.1.2, such termination shall in no way affect the validity of any other Service Requisition issued in terms of this Agreement.
- 16.3. Should this Agreement be terminated by either party in terms of clause 15.1.2, then and in such event, all Service requisitions issued in terms of this Agreement will automatically and simultaneously terminate.
- 16.4. Should this Agreement or any Service Requisition be terminated for any reason whatsoever, the Service Provider will, within 7 (seven) days of termination of this Agreement or the Service Requisition, as the case may be, deliver to The Company, Service Seeker or Sponsor or Super Sponsor concerned, as the case may be, all correspondence, information and property belonging to The Company, Service Seeker or Sponsor or Super Sponsor which may be in its possession or under its control, provided that in the case of a termination of an Service Requisition, this clause will only apply to those items which relate to such terminated Service Requisition.

17. Domicilium Citandi Et Executandi

- 17.1. Each of the parties chooses the address set out alongside below as their Domicilium Citandi Et Executandi at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement:
 - 17.1.1. The Company:
 - 17.1.1.1. The Company: Physical Address; 105 Cecil Street, #06-L1, The Octagon, Shenton Way, Singapore 069534
 - 17.1.1.2. Postal Address; 105 Cecil Street, #06-L1, The Octagon, Shenton Way, Singapore 069534
 - 17.1.1.3. Telephone +65 6827 4530, Fax +65 6827 9601, Email alagarto@enterprisesa.com
 - 17.1.2. The physical address, postal address, telephone and fax numbers and email of the Service Provider will be as submitted by the Service provider in the Registration Application Form and recorded in the Company's server database of Service providers referred to in clause 5.3.
- 17.2. Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing, but it will be competent to give notice by fax or electronic mail.
- 17.3. Any notice to a party contained in a correctly addressed envelope and:
 - 17.3.1. Sent by prepaid registered post to it at its chosen address; or
 - 17.3.2. Delivered by hand to a responsible person during ordinary business hours at its chosen address, will be deemed to have been received, in the case of registered post, on the 5th Business Day after posting (unless the contrary is proved) and, in the case of hand delivery, on the day of delivery.
- 17.4. Any notice by fax or electronic mail to a party at its fax number or email address will be deemed, unless the contrary is proved, to have been received within 2 hours of transmission where it is transmitted during normal business hours or within 24 hours of the opening of business on the first Business Day after it is transmitted where its transmitted outside those business hours.
- 17.5. Each of the parties will be entitled at any time to change its address to any other address in Singapore by giving written notice to that effect to the other parties.

18. Relationship

- 18.1. The relationship of the Service provider to The Company is one of independent contractor and nothing in this Agreement will be constructed so as to constitute the Service provider

as the employee, partner, agent or representative of The Company or to create any trust for any purpose whatsoever.

19. Entire Agreement

19.1. This Agreement constitutes the entire agreement between the parties as far as the subject matter contained in this Agreement is concerned and:

19.1.1. No party will have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

19.1.2. Any amendment, addition or alteration to the provisions hereof will only be deemed to be of force and effect if such amendment, addition or alteration is reduced to writing and signed by the parties or communicated electronically.

20. Severability

20.1. Each of the provisions of this Agreement will be considered as separate terms and conditions and in the event that this Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions will be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof will remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

21. Variation and Cancellation

21.1. No agreement varying, adding to, deleting from or canceling this Agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this Agreement, will be effective unless reduced to writing and signed by or on behalf of the parties or sent or received electronically.

22. Cession

22.1. The Service Provider will not be entitled to assign, cede, delegate to transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person.

23. Indulgence

23.1. No extension of time, relaxation or indulgence granted by either party to the other will be deemed to be a waiver or tacit amendment of that party's rights in terms hereof, nor will any such relaxation or indulgence be deemed to be a waiver of the terms and conditions of this Agreement.

24. Governing Laws and Jurisdiction

24.1. This Agreement will in all respects be governed by and constructed in accordance with the law of the Republic of Singapore, and all disputes, actions and other matters in connection therewith will be determined in accordance with such law.

24.2. Each of the parties hereby consents and submits to the jurisdiction of the High Court of Singapore for the purposes of all or any legal proceedings arising from or concerning this Agreement.

25. Counterparts

25.1. This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

26. Costs

26.1. Each party will bear their own costs of and incidental to negotiating, preparing and executing this Agreement.

27. Annexure A

27.1. Service Provider Requirements

- 27.1.1. Any of the following persons will be disqualified from being accredited as an official Service Provider under clause 5.3:
- 27.1.1.1. Any person under legal disability;
 - 27.1.1.2. Any person who is the subject of any order under the Companies Act disqualifying him/her from being a director of a company;
 - 27.1.1.3. An un-rehabilitated insolvent;
 - 27.1.1.4. Any person removed from an office of trust on account of misconduct;
 - 27.1.1.5. Any person who has at any time been convicted (whether in the Republic of Singapore or elsewhere) of theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention of Corruption, or any offence involving dishonesty or in connection with the promotion, formation or management of a company, and has been sentenced therefore to imprisonment without the option of a fine;
 - 27.1.1.6. Any person who has been convicted of an offence in connection with the promotion, formation or management of a company; or
 - 27.1.1.7. Any person where the Court has made an order for the winding-up of a company and the Master has made a report under the Companies Act stating that in his/her opinion a fraud has been committed by such person in connection with the promotion or formation of the company; or
 - 27.1.1.8. Any person where, in the course of the winding-up or judicial management of a company, it appears that any such person:
 - 27.1.1.9. Has been guilty of a criminal offence, whether or not he/she has been convicted of that offence; or
 - 27.1.1.10. Has otherwise been guilty while an officer of a company of any fraud in relation to the company or of any breach of his/hers duties to the company; or
 - 27.1.1.11. Any person where a declaration has been made in respect of that person under the Companies Act that such person carried on the business of the company recklessly or with intent to defraud creditors of the company or creditors of any other person or for any fraudulent purpose.

28. Professional Ethics and Code of Conduct

- 28.1. Services Providers accredited and registered on The Company's website undertake to adhere to the highest standards of professionalism, integrity and competence and to accept full responsibility for their actions.
- 28.2. Service Seekers, Sponsors and Super Sponsors
- 28.2.1. To serve both Service Seekers, Sponsors and Super Sponsors with integrity, competence and objectivity;
 - 28.2.2. To protect the confidentiality of information, records and data made available by either Service Seekers, Sponsors or Super Sponsors;
 - 28.2.3. To avoid conflicts of interests of either Service Seekers, Sponsors or Super Sponsors.
 - 28.2.4. To ensure that to the best of their knowledge they can and do complete any assignment or project in a professional manner both in terms of skill and time.
- 28.3. Professional Services
- 28.3.1. To provide only those services for which they qualify by training or experience;
 - 28.3.2. To ensure that before accepting any Service Requisition that a thorough understanding of the objectives, scope, work plan and fee arrangements has been established;
 - 28.3.3. To offer to withdraw when their objectivity or integrity may be impaired.

28.4. Fees

- 28.4.1. To agree in advance on the basis for fees and expenses and to charge fees and expenses that are reasonable, legitimate, market related and commensurate with the services delivered and the responsibility assumed;
- 28.4.2. To disclose in advance any fees or commissions that they receive for equipment or supplies provided or services recommended.

28.5. Ethics

- 28.5.1. To respect the individual and corporate rights of Service Seekers and co-Service Providers and not to use proprietary information or methodologies other than for the express purpose for which that information was provided or made available;
- 28.5.2. To represent Enterprise Support Asia with integrity and professionalism in all its relations with Service Seekers, Service Providers, Sponsors, Super Sponsors and the general public;
- 28.5.3. To abide by and immediately report any violation of the terms of the Service Provider Agreement to Enterprise Support Asia.

IMPORTANT - BY CONTINUING TO REGISTER ON THIS WEBSITE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SERVICE PROVIDER AGREEMENT SET OUT ABOVE.

TERMS AND CONDITIONS OF WEBSITE ACCESS AND USE

- ↓ [TERMS AND CONDITIONS OF ACCESS AND USE](#)
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