



As a boutique litigation and advisory firm, Silvester Legal LLC regularly handles disputes which could have been avoided had parties arranged their affairs and legal risks. This litigation is wasteful. Years of hard work can be lost if you do not have your agreements in order.

Silvester Legal LLC's Business Toolkit aims to provide assistance to start-ups looking for basic agreements.

For more sophisticated concerns or when in doubt, seek legal advice to customise an agreement that fulfils your requirements. Interested users may approach Silvester Legal LLC for affordable and cost-effective legal advice:

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TERMS OF USE AND DISCLAIMER

By using this document or any part thereof, you agree to the following:

- This document is intended to be used as a guide to generally applicable terms and conditions. It should be altered to reflect any requirements that are specific to the parties and terms of their respective transaction.
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COPYRIGHT ASSIGNMENT

This Copyright Assignment (the "Agreement") is made

BETWEEN: **[ASSIGNOR NAME]** (the "Assignor"), a corporation incorporated under the laws of Singapore, with its head office located at [ADDRESS]

AND: **[ASSIGNEE NAME]** (the "Assignee"), a corporation incorporated under the laws of Singapore, with its head office located at [ADDRESS]

WHEREAS, Assignor, has authored certain works which are described in Exhibit A (the "Works"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in all of the Works.

NOW, the parties agree as follows:

1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the copyright, all rights to prepare derivative works, all goodwill and all moral rights), in and to the Works to the fullest extent of the law applicable.

2. CONSIDERATION

In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of [AMOUNT], payable on [DATE].

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;

- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Works;
- (c) The Works are free of any liens, security interests, encumbrances or licenses;
- (d) The Works do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Works;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement; and
- (h) Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

4. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

6. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Singapore.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the [DATE].

ASSIGNOR

ASSIGNEE

Authorised Signature

Authorised Signature

Print Name and Title

Print Name and Title

NOTARISATION FORM

In the Republic of Singapore

On [DATE] before me, [NAME OF NOTARY], notary, personally appeared [NAME OF PERSON(S) INVOLVED], proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorised capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____
Notary

(Seal)

EXHIBIT A

[DESCRIBE THE COPYRIGHTED WORKS HERE INCLUDING NAME OF AUTHOR, TITLE OF WORK AND COPYRIGHT REGISTRATION NUMBER, IF ANY].