

KAUFMAN GLOBAL MASTER AGREEMENT

This Master Agreement (“Agreement”) is by and between Kaufman Global Pte Ltd (KG), a company incorporated in Singapore and having its registered office at 52 Bayshore Road, #10-01, Singapore 469978 and Client.

BACKGROUND

Licensor is a provider of Intellectual Property including protected and proprietary principles, tools, materials, and services enabling Clients to improve service performance and build a sustainable service culture. Proprietor (as that term is defined below) owns all right, title, and interest, including all copyright, trademark, patent and any other proprietary and intellectual property rights, in and to the Intellectual Property, which includes without limitation, video, audio, print and electronic elements, as well as all curriculum, teaching, and application methodologies used in connection with its Licensed Materials and services. Such rights are made available to Client through a license from the Licensor.

Client desires to acquire and Licensor wishes to grant certain licenses relating to Proprietor’s Intellectual Property pursuant to the terms and conditions below.

AGREEMENT

The parties agree as follows:

1. Definitions

The following terms will have the meanings indicated below when used in this Agreement:

“Client's Group” means the legal entities wholly owned and operated by Client.

“Client-Specific Customizations” means the specific Client proprietary information and examples that Client includes and references during the use of Licensed Materials.

“Confidential Information” collectively means information identified as confidential or proprietary, or that is of a nature which should reasonably be regarded by either party as confidential under the circumstances such as information relating to a party's business, operations, products,

services or methodologies, but does not include any data or information which:

- (a) was in the receiving party's lawful possession prior to initial disclosure by the disclosing party; or
- (b) is independently developed by the receiving party; or
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is or becomes part of the public domain through no act or omission of the receiving party.
- (e) is disclosed pursuant to any order of court or demand of statutory agencies provided that that the party making the disclosure pursuant to such order or demand shall give the other party prompt written notice of any such requirement and cooperates with the said other party in attempting to limit such disclosure.

“Intellectual Property” means all copyrights, trademarks, patents, and any other intellectual property and proprietary rights, in and to the Licensed Marks and Licensed Materials.

“Licensed Marks” means Licensor's trademarks and intellectual property that are specifically identified in the Statement of Services.

“Licensed Materials” means the materials provided by Licensor to Client for using the intellectual property and Licensed Marks including:

- a. All content on the www.RonKaufman.com and learn.RonKaufman.com sites.
- b. Uplifting Service Workshop Leader Materials
- c. Service Champion's Workbooks
- d. Videos for workshops, education, and presentations
- e. PowerPoint slides for workshops, education, and presentations
- f. Posters and other graphic resources
- g. White papers, articles, case studies, and checklists
- h. Other materials as may be added by Licensor

“Master Trainer” means a person authorized and certified by Licensor to train Client employees for certification as Uplifting Service Workshop Leaders.



“Platform” means Licensor’s online learning platform which provides access to Courses and Workshops containing Intellectual Property and Licensed Materials.

“Proprietor” means Ron Kaufman Pte Ltd.

“Service Champion's Workbook” means a set of workbooks, learning aids, or other materials, which are used by each Participant when participating in each Course or Workshop.

“Statement of Services” means a mutually agreed upon document describing the nature and scope of licenses and services to be provided to Client by Licensor, including Term, volume, materials, services, delivery dates, fees and costs, and other pertinent information for that specific Statement of Services. Multiple Statements of Services may be agreed to by the parties. All Statements of Services will be part of and governed by this Agreement. To the extent that there is any conflict between the provisions of this Agreement or any exhibits hereto and the Statement of Services, the provisions of the Statement of Services will control.

“Term” means that period of time as specified in a Statement of Services.

“Uplifting Service Champion” means a Client employee trained by Licensor or by Uplifting Service Workshop Leader, through Services or the Platform, to use Intellectual Property and Licensed Materials for service improvement.

“Uplifting Service Workshop Leader” means a Client employee trained and certified by Licensor, through Services or the Platform, to conduct Workshops for Uplifting Service Champions using Intellectual Property and Licensed Materials.

“Uplifting Service Workshop Leader Materials” means a set of instructional and educational materials and other resources for use by Uplifting Service Workshop Leaders for each Workshop.

“Workshop” means any defined sequence of educational and informational activities and resources using Intellectual Property, which are completed by Uplifting Service Workshop Leaders, or Uplifting Service Champions delivered by a Master Trainer or Uplifting Service Workshop Leader, or through the Platform.

2. **Term**

Unless terminated earlier under Section 10, the term of this Agreement is set forth under Term in the Statement of Services.

3. **Services**

Licensor agrees to provide the services outlined in the Statement of Services subject to the payment of the applicable fee.

4. **Uplifting Service Champions**

- 4.1 **License.** Subject to the terms of this Agreement and payment of the applicable license fee set forth in the Statement of Services, Licensor grants Client a limited, non-exclusive, non-transferable license to use Licensed Marks and Licensed Materials with Uplifting Service Champions.
- 4.2 **Platform Access.** Every Uplifting Service Champion may receive access to selected Courses and Workshops on the Platform. Client will provide email addresses and contact details for the Service Champions in order for Licensor to manage their access. The duration, fees, terms, Courses and Workshops for Platform access will be specified in the Statement of Services.
- 4.3 **Materials.** Every Uplifting Service Champion in a Workshop must receive a personal and original copy of a Service Champion's Workbook for that Workshop. Client shall ensure that Uplifting Service Champions do not copy, print, reproduce or share the materials for any other purpose other than as stated in this Agreement. Digital copies of Service Champion's Workbooks for purchased Workshops will be made available through the Platform by Licensor.

5. Uplifting Service Workshop Leaders

- 5.1 License. Subject to the terms of this Agreement and payment of the applicable license fee set forth in the Statement of Services, Licensor grants Client a limited, non-exclusive, non-transferable license to appoint selected employees as Uplifting Service Workshop Leaders, who may use the Intellectual Property to conduct Workshops for Participants.
- 5.2 Platform Access. Every Uplifting Service Workshop Leader will receive access to selected Workshops on the Platform. Client will provide email addresses and contact details for the Uplifting Service Workshop Leaders in order for Licensor to manage their access. The duration, fees, terms and Workshops for Platform access will be specified in the Statement of Services.
- 5.3 Materials. Every Uplifting Service Workshop Leader will have access to one new set of Uplifting Service Workshop Leader Materials. These materials must be used a) only by that Uplifting Service Workshop Leader b) only to conduct Workshops for Uplifting Service Champions and c) so long as Client maintains a valid license with Licensor.
- 5.4 Client-Specific Customizations. The Workshops may be customized only as instructed, including through discussions, exercises and activities that include and reference Client-Specific Customizations. The Workshops may not be customized in any way that would change the overall meaning, direction or teaching of the Intellectual Property, or that would adversely affect the Licensed Marks, Licensed Materials, or Licensor in any way.
- 5.5 Restriction of Access. In the event an Uplifting Service Workshop Leader leaves the employment of Client or Client terminates their relationship, Client will notify Licensor and provide Licensor with updated contact information for such Uplifting Service Workshop Leader, prior to or within 10 days upon termination.

6. Protection of Intellectual Property of Licensor

- 6.1 Intellectual Property Owned by Proprietor. All right, title, and interest in and to the Intellectual Property is owned by the Proprietor and is made available to Client through Licensor under license. Licensor warrants to Client that it has been duly licensed

by the Proprietor to offer the licenses in this Agreement to the Client.

- 6.2 No Sale or Purchase of Intellectual Property. Any payment by Client under this Agreement does not constitute a purchase of any Intellectual Property. Client will not in any manner represent that it has ownership of any Intellectual Property. Client's right to use the Intellectual Property is non-transferable. Client is not permitted to sell, transfer, hire, lend or otherwise give possession of any portion of the Intellectual Property to any unauthorized third party.
- 6.3 No Adverse Use. Client will not at any time do or cause to be done anything which may impair, cause damage to, or reduce the value of the Intellectual Property. Client may not decompile, disassemble or reverse-engineer any part of the Platform. Client agrees not to develop or assist anyone else to develop any program that is substantially similar to or based in any part on the Licensed Marks and Licensed Materials or any other part of the Intellectual Property.
- 6.4 Notification to Licensor. In the event that Client learns of any infringement, threatened infringement, or passing-off relating to the Intellectual Property or that any third party alleges or claims that the Intellectual Property infringes a third party's rights, Client will immediately notify Licensor, giving the particulars thereof.
- 6.5 Prior Approval in Writing. Any use of the Intellectual Property by Client other than permitted under this Agreement must be approved in advance in a Statement of Services in writing by Licensor.

7. Confidentiality

Each party will maintain the Confidential Information of the other party in confidence to the same extent that such party maintains and protects its own Confidential Information, and will not disclose, divulge or otherwise communicate such Confidential Information to others, or use it for any purpose, except pursuant to, and in order to carry out, the terms and objectives of this Agreement, or with the express written consent of the party who provided such Confidential Information. Each party also hereby agrees to take reasonable steps to prevent and restrain the unauthorized disclosure or use of Confidential Information by its employees, consultants, subcontractors, or agents. The provisions of this paragraph will not apply for more than three years after the Term of the Statement

of Services and to any Confidential Information which is required to be disclosed by another party to comply with any applicable laws or regulations. The party making any disclosure pursuant to the provisions of this sentence will provide prior written notice of such disclosure to the other party sufficiently in advance of such disclosure.

8. Case Studies and Testimonials

Licensor may cite Client in testimonial and a named case study with text, photographs, audio, or video only as approved by Client, and has the right to use Client's corporate logos in limited circumstances on marketing collateral. Licensor agrees that all references to Client's corporate name, logo and trademarks will comply with Client's corporate guidelines.

9. Indemnification

- 9.1 Licensor will indemnify, defend, and hold Client, its shareholders, officers, directors, employees, and agents harmless from and against any and all loss, liability, and costs (including, without limitation, reasonable attorney fees at or before trial or arbitration, and on any appeal or petition for review) arising out of or related to any claim, action, or proceeding against Client regarding infringement of any third party intellectual property rights due to use of Licensed Marks and Licensed Materials by Client. Notwithstanding the foregoing, in no event will Licensor have any obligations or liability under this section arising from use of Licensed Marks and Licensed Materials in a modified form that does not comply with the terms of this Agreement.
- 9.2 Client will indemnify, defend, and hold Licensor, its shareholders, officers, directors, employees, and agents harmless from and against any and all loss, liability, and costs (including, without limitation, reasonable attorney fees at or before trial or arbitration, and on any appeal or petition for review) arising out of or related to any claim, action, or proceeding against Licensor regarding Client's use of Licensed Marks and Licensed Materials, except to the extent that any such claim arises out of or is related to the negligent or willful misconduct of Licensor and/or its agents.

10. Termination

- 10.1 Termination for cause. Either party may terminate the Agreement for cause by giving thirty (30) days' notice in writing to other party, if the other party neglects or fails to perform or observe any of the provisions or obligations of this Agreement or commits any breach of its obligations.

The terminating party shall give the other party an opportunity to cure the breach during the thirty (30) day notification period, which shall be extended for a reasonable time, but not to exceed an additional thirty (30) days, if the other party has made and continues to make diligent efforts to cure the breach.

- 10.2 Immediate Termination. Either party may immediately terminate all or any portion of this Agreement if the other party becomes insolvent by reason of its inability to pay its debts as they fall due, or enters into bankruptcy, insolvency, or liquidation proceedings, or makes an assignment for the benefit of its creditors, or has a receiver and/or administrator appointed over any part of its assets, or takes or suffers any similar action as a result of a debt.

- 10.3 Upon Termination. Upon the termination or expiration of this Agreement, Client will:

10.3.1 within 30 days of termination, pay to Licensor all amounts due up to the date of termination;

10.3.2 immediately cease using the Licensed Marks and Licensed Materials or any part of the Intellectual Property for any purpose;

10.3.3 at Licensor's option, destroy all Licensed Materials within 10 business days.

- 10.4 No Prejudice to Accrued Rights. The expiration or termination of this Agreement will not prejudice the accrued rights of the parties. Any provision of this Agreement which relates to or governs the acts of the parties after such expiration or termination will remain in full force and effect.

11. Limitation of Liability

In no event will Licensor be liable to Client or any third party claiming through Client for any indirect, special, incidental consequential, or punitive damages whatsoever (including, without limitation, damages for loss of business profits, business interruption or other pecuniary loss) whether arising in contract or tort (including negligence) arising out of or related to this Agreement even if Licensor has been advised of the possibility of such damages. In no event will Licensor's aggregate liability under this Agreement, regardless of the form of action, whether for breach of contract, tort (including negligence) or otherwise, exceed the fees paid to Licensor under this Agreement. The foregoing limitation will apply notwithstanding any failure of any essential purpose of any remedy set forth on this Agreement. The limitation of liability under this section will not apply to Licensor's indemnity obligations under this Agreement.

12. Miscellaneous

- 12.1 No Warranty. The Services, the rights granted to Client under this Agreement, the Intellectual Property, the Licensed Marks, and Licensed Materials are “as is” without warranty of any kind, including without limitation any implied warranties of merchantability, of fitness for a particular purpose, of results or performance.
- 12.2 Arbitration. Any dispute arising out of or in connection with this Agreement including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by mutually binding arbitration in Singapore.
- 12.3 Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, except as expressly stated in this Agreement, either party may not directly or indirectly assign, sublicense, encumber, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.
- 12.4 Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to its subject matter, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or

addition, will be binding upon the parties unless made in writing and signed by the party against which enforcement is sought.

- 12.5 Governing Law. This Agreement will be governed by, and interpreted in accordance with, the laws of Singapore, without regard to its choice of law principles.
- 12.6 Independent Contractors. Licensor and Client are independent contractors. Nothing in this Agreement will create an agency, partnership, joint venture, employment or other association between the parties other than the relationship under this Agreement. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
- 12.7 No Waiver. The failure of either party to enforce at any time any provision hereof will not be construed to be a waiver of such provision or of the right thereafter to enforce each and every provision.
- 12.8 Notices. Notices between the parties relating to this Agreement will be in writing, effective when delivered, or if mailed, effective on the third day following mailing, courier service prepaid, to each party's address on the first page of this Agreement or to such other address as either party may specify by notice to the other, and with a copy required by email to the other party.
- 12.9 Reservation of Rights. All rights and licenses not specifically and expressly granted to and conferred upon Client by this Agreement are for all purposes reserved to Licensor.
- 12.10 Force Majeure. Neither party shall be liable to the other party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control. If such delay or failure continues for at least 28 days, either party will be entitled to terminate this Agreement with immediate effect by notice in writing.
- 12.11 Severability. If any provision, term, condition, covenant, restriction, or other portion of this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remaining portion will remain in full force and effect. Notwithstanding the foregoing, in the event provision, term, condition, covenant, restriction, or other portion of this Agreement



is held to be invalid, illegal, or unenforceable in a way which in the reasonable opinion of either party materially adversely affects, in the case of Licensor, the right of Licensor to receive payment of fees or other remuneration or the terms on which the Licensor supplies materials or services to the Client or in the case of either party, the Intellectual Property or the licenses granted hereunder, then and in any such case the affected party may without liability terminate this Agreement by notice in writing to the other party.

The parties have executed this Agreement as of the date of signing of the Statement of Services.