

KAUFMAN GLOBAL MASTER AGREEMENT

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TABLE OF CONTENTS

1.	Definitions	3
2.	Term and Renewal	6
3.	Fees and Payment	6
4.	Services	7
5.	Right to Use Licensed Marks and Licensed Materials	7
6.	Workshop Leader Certification	8
7.	Right to Distribute the Licensed Materials	9
8.	Right to Reproduce the Licensed Materials	9
9.	Right to Create and Use Derivative Materials	10
10.	Right to Use E-Learning Programs	12
11.	Right to Create and Use Informational and Promotional Materials	13
12.	Right to Make and Use Video Recordings	14
13.	Protection of Intellectual Property of Licensor	15
14.	Confidentiality	16
15.	Case Studies and Testimonials	16
16.	Indemnification	16
17.	Termination	17
18.	Consequences of Termination	18
19.	No Warranty	18
20.	Limitation of Liability	18
21.	Miscellaneous	19

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered into and made effective as of the “Effective Date” indicated in a Statement of Services by and between Kaufman Global Pte Ltd (KG), a company incorporated in Singapore and having its registered office at 52 Bayshore Road, Suite 10-01, Singapore, 469978 (the “Licensor”); and a company incorporated in and having its registered office at Client Address indicated in a Statement of Services (the “Client”):

BACKGROUND

Licensor is a provider of Intellectual Property including protected and proprietary principles, tools, materials, and services enabling Clients to quickly 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 and other entities as agreed between the parties and included in a Statement of Services.

“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:

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- (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 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.

"Derivative Materials" means materials, including but not limited to written, oral, visual or electronic materials, prepared or created with any part of the Intellectual Property, Licensed Marks and Licensed Materials that Client modifies, adapts, translates or uses.

"Informational and Promotional Materials" means material that contains, incorporates, or uses the Intellectual Property and Licensed Marks to reinforce the concepts and principles, including presentation materials, newsletters, internal websites, promotional campaigns, contests, special events, and other materials and activities.

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

"Investment Reference" means the current list of amounts and fees charged by Licensor.

"Licensed Marks" means Licensor's trademarks and intellectual property for service improvement and building a sustainable service culture that are specifically identified in a Statement of Services for which the rights granted under this Agreement apply.

"Licensed Materials" means the materials provided by Licensor to Client for using the Intellectual Property and Licensed Marks including but not limited to:

- a. Service Champion's Workbooks
- b. E-Learning Programs
- c. Application Worksheets

- d. Workshop Leader Materials
- e. Workshop Leader's Guides
- f. Videos for workshops, education, and presentations
- g. PowerPoint slides for workshops, education, and presentations
- h. Posters and other graphic resources
- i. White papers, articles, case studies, and checklists
- j. Online resource library
- k. 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 Workshop Leaders.

"Platform" means the Licensor's online learning platform which provides access to courses and workshops containing Intellectual Property and Licensed Materials.

"Participant" means an employee of Client or Client's Group, or as defined in and set forth in a Statement of Services.

"Proprietor" means Ron Kaufman Pte Ltd.

"Service Champion's Workbooks" means a set of workbooks, learning aids, certificate of achievement and other materials, which are used by each Participant when participating in each workshop.

"Sublicensee" means any third party or subcontractor, who is not an employee of Client or Client's Group, and is engaged by Client to perform services, including but not limited to delivery of workshops by Workshop Leaders, reproduction of Licensed Materials, development of Derivative Materials, management of E-Learning Programs, and any other services performed on behalf of Client based on rights granted to Client under this Agreement and a Statement of Services.

"Statement of Services" means a mutually agreed upon document describing the nature and scope of services to be provided to Client by Licensor, including Participants, Term, 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.

"Workshop Leader" means a person trained and certified by Licensor to use Licensed Marks and Licensed Materials. Certification is valid as long as the



Workshop Leader is employed by Client or by a member of Client's Group during the term, or becomes an employee of another organization that maintains a valid license with Licensor.

“Workshop Leader Certification Program” means Licensor's program to train and certify Workshop Leaders.

“Workshop Leader’s Guide” means the guide used by Workshop Leaders, which is part of the Licensed Materials provided to Workshop Leaders. Certified Workshop Leaders may only use the Workshop Leader’s Guide for the Licensed Marks and Licensed Materials for which they have been certified, and only so long as Client maintains a valid license with Licensor for those Licensed Marks.

“Workshop Leader Materials” means a set of instructional materials and resources for use by Workshop Leader for each Licensed Mark.

2. Term and Renewal

Unless terminated earlier under Section 16, the term of this Agreement is set forth under License Term in Section B (Investment, License Parameters, and Reporting) in the Statement of Services. Unless specified in the Statement of Services, this Agreement will automatically renew for one-year periods unless either party gives notice of its intent not to renew at least 60 days prior to expiration of the then-current term.

3. Fees and Payment

- 3.1 License Fees and Fees for Services. Client will pay Licensor the license fees and fees for services in the amounts and in accordance with the payment terms set forth in the Statement of Services and the Investment Reference cited therein.
- 3.2 Client Expenses. Unless otherwise provided in this Agreement or a Statement of Services, Client is responsible for all costs and expenses of using Licensed Marks and Licensed Materials and performing all other obligations under this Agreement.
- 3.3 Licensor Expenses. Unless otherwise provided in this Agreement or a Statement of Services, Client will reimburse Licensor for all travel, lodging, meals and other incidental expenses reasonably incurred by Licensor in connection with performing Licensor's obligations under this Agreement. Licensor shall strive to minimise Client Expenses and other costs and expenses incurred in performing Licensor's obligations under this Agreement.

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- 3.4 Late Payment. The Client shall pay interest at the rate of 2% per month or, if such rate is deemed too high by an applicable law, the highest rate permissible by the applicable law, on any monies due to the Licensor after the due date for payment set forth in the Statement of Services. Client is responsible for any and all legal fees incurred by Licensor for the purposes of recovering payment due to it from Client, provided that Client has not withheld payment for Licensor's non-performance or breach of its obligations under the Agreement.
- 3.5 Mode of Payment. All payments to Licensor will be made by wire transfer to Licensor's designated bank account. Costs associated with payment including, without limitation, all bank charges, will be borne by Client such that payment of all amounts due to Licensor will be received in full into Licensor's bank account.

4. Services

Licensor agrees to provide the services outlined in a Statement of Services (the "Services").

5. Right to Use Licensed Marks and Licensed Materials

- 5.1 For Participants Only. Subject to the terms and conditions of this Agreement and payment of the applicable license fee set forth in the Statement of Services, Licensor grants Client a non-exclusive, non-transferable right to use Licensed Marks and Licensed Materials only with Participants. The Right to Use Licensed Marks and Licensed Materials does not grant Client the right to sublicense this right, nor does it grant Client the right to use Licensed Marks and Licensed Materials for any other person or entity.
- 5.2 Workshop Leaders and Licensed Materials. Workshops may only be conducted by a Workshop Leaders using materials which are purchased or licensed from Licensor. Unless Client has been granted a license to Create and Use Derivative Materials, and unless the Client has paid the applicable license fee set forth in the Statement of Services, the Licensed Materials may not be copied, edited, modified, or changed in any way. If a workshop is conducted by a person who is not a Workshop Leader or using Licensed Materials which are not purchased or licensed from Licensor, such action will be deemed a breach of this Agreement by Client and grounds for termination by Licensor.
- 5.3 Service Champion's Workbooks. Each Participant in a workshop must receive a personal and original copy of the Service Champion's Workbook required for the Licensed Marks used in that workshop.

- 5.4 Client-Specific Customizations. The workshop may be customized only as instructed in the Workshop Leader Certification Program, including through discussions, exercises and activities that include and reference Client-Specific Customizations. The workshop 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. Except for Client-Specific Customizations, Client may not modify, adapt, or translate any part of the Licensed Materials without prior written consent of Licensor unless Client has been granted a license to Create and Use Derivative Materials and paid the applicable license fee set forth in a Statement of Services.

6. Workshop Leader Certification

- 6.1 Certification by Licensor. Licensor reserves the right to:
- 6.1.1 not grant certification upon a workshop leader candidate's completion of certification training if the individual failed to achieve the goals of the Workshop Leader Certification Program, as determined in Licensor's reasonable discretion;
 - 6.1.2 conditionally grant certification upon a workshop leader candidate's completion of certification training if Licensor reasonably determines that additional development and review may be required before the individual becomes certified; or
 - 6.1.3 withdraw a Workshop Leader's certification if Licensor reasonably determines that the Workshop Leader is not performing in accordance with Licensor's certification standards.
- 6.2 Workshop Leader's Guide. Each Workshop Leader will receive one new set of Workshop Leader Materials during the Workshop Leader Certification Program. The Workshop Leader's Guide must be used only by that Workshop Leader. Workshop Leaders may only use the Workshop Leader's Guide to conduct workshops for Client so long as Client maintains a valid license with Licensor, or as an employee of another organization that maintains valid license with Licensor.
- 6.3 Right to Sublicense. Client is permitted to engage a Sublicensee to conduct workshops for Participants so long as that Sublicensee has been approved by Licensor and trained and certified as a Workshop Leader by Licensor. Client is responsible for advising such Sublicensee about the restrictions under this Agreement and protection of the Intellectual Property. A breach of any of the terms of this Agreement by Sublicensee will be deemed to be a breach of this

Agreement by Client. In addition, 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 a Sublicensee's use of the Licensed Marks and Licensed Materials or Sublicensee's acts or omissions.

- 6.4 Contact with Workshop Leaders. Upon reasonable request, and for the sake of providing ongoing Workshop Leader community support, Client will provide Licensor with the names and contact information of its Workshop Leaders who conduct workshops for Client. In the event a Workshop Leader leaves the employ of Client or Client terminates its relationship with a Workshop Leader who is a Sublicensee, Client will notify Licensor and if necessary, provide Licensor with contact information for such Workshop Leader.

7. Right to Distribute the Licensed Materials

- 7.1 Distribution License. Licensor grants Client a limited, non-exclusive, non-transferable right to distribute Licensed Materials to Participants for the purpose of conducting workshops. Client agrees to report to the Licensor the details of such distribution in the manner and frequency as set forth in the Statement of Services.
- 7.2 Right to Sublicense. Client is permitted to engage a Sublicensee for distribution services, and Client is responsible for advising such Sublicensee about the restrictions under this Agreement and protection of the Intellectual Property. A breach of any of the terms of this Agreement by Client's Sublicensee will be deemed to be a breach of this Agreement by Client. In addition, 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 a Sublicensee's use of the Licensed Materials.

8. Right to Reproduce the Licensed Materials

- 8.1 Reproduction License. Subject to the terms and conditions of this Agreement and payment of the applicable license fee as set forth in a Statement of Services, Licensor grants Client a limited, non-exclusive, non-transferable right to reproduce the Licensed Materials for the purpose of distributing such Licensed Materials to Participants.

Client agrees to provide Licensor with three (3) hard copy samples of the Licensed Materials from each printing source for prior review and approval of production quality by Licensor prior to further reproduction and use, and such approval will not be unreasonably withheld by Licensor. Client agrees to report to the Licensor the details of such reproduction in the manner and frequency as set forth in the Statement of Services.

- 8.2 Right to Sublicense. In the event Client is granted a license to reproduce the Licensed Materials, Client is permitted to engage a Sublicensee for reproduction services, and Client is responsible for advising such Sublicensee about the restrictions under this Agreement and protection of the Intellectual Property. A breach of any of the terms of this Agreement by Client's Sublicensee will be deemed to be a breach of this Agreement by Client. In addition, 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 a Sublicensee's use of the Licensed Materials.

9. Right to Create and Use Derivative Materials

- 9.1 Derivative Materials License. Subject to the terms and conditions 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, modify, adapt and translate the Intellectual Property, the Licensed Marks and Licensed Materials for use in creating and using Derivative Materials, and as further limited and defined by an applicable Statement of Services.
- 9.2 No Adverse Use. The Intellectual Property, Licensed Marks and Licensed Materials used by Client under this Agreement may not be edited, modified, translated, or changed 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.
- 9.3 For Participants Only. The license granted under Section 9.1 is limited to use of the Derivative Materials for the benefit of Participants only. The Derivative Materials may not be used, conducted, shown, loaned or sold to any persons who are not Participants unless otherwise set forth and agreed in an applicable Statement of Services. Client agrees to report to the Licensor the details of

consumption or utilization of the license in the manner and frequency as set forth in the Statement of Services.

- 9.4 Certification. Client must complete such certification to create and present Derivative Materials as required by the Licensor and set forth in the applicable Statement of Services.
- 9.5 Right to Sublicense. In the event Client is granted a license to create and use Derivative Materials, Client is permitted to engage a Sublicensee for the sole purpose of creating the Derivative Materials. Sublicensee must complete such certification to create Derivative Materials as required by the Licensor and set forth in the applicable Statement of Services. A Client is responsible for informing a Sublicensee about the restrictions under this Agreement and the protection of Licensor's Intellectual Property. Breach of any of the terms of this Agreement by Sublicensee will be deemed a breach of this Agreement by Client. In addition, 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 Sublicensee's use of the Derivative Materials.
- 9.6 Translation. Client may translate the Licensed Marks and Licensed Materials into other languages at Client's cost and expense. Client will provide Licensor with all files related to the translated Licensed Marks and Licensed Materials in formats and on dates agreed to by the parties in a Statement of Services. Licensor may use and sublicense the use of the translations without restrictions.
- 9.7 Owned by Proprietor. With the exception of Client Specific Customizations, it is understood and agreed that any Derivative Materials and all Client edits, modifications, changes, and/or translations to the Licensed Marks and Licensed Materials, will become part of the Intellectual Property and be owned by Proprietor.
- 9.8 Credit. Client will give proper credit to Licensor for any and all use of the Licensed Marks and Licensed Materials under this Agreement. In any and all Derivative Materials that incorporate any of the Licensed Marks, Client will include notice that the Derivative Materials are protected by applicable copyright laws and used under license from Licensor, and include the phrase "© Ron Kaufman". Client further agrees to include the trademark symbol "™" or, in accordance with specific directions by Licensor in respect only of designated Licensed Marks, the registered trademark symbol "®".

9.9 Approval. Before Derivative Materials are distributed, shown, conducted, or presented to Participants, Client will provide Licensor with electronic copies of all Derivative Materials and such Derivative Materials must be approved by Licensor, and such approval will not be unreasonably withheld. Licensor will have 10 business days from the date Licensor receives Derivative Materials to approve them, or to provide guidance for changes required by Client to receive approval. If Licensor fails to notify Client of its approval within 10 business days, the Derivative Materials will be deemed approved. If Licensor disapproves the Derivative Materials, Client shall follow guidance of Licensor to correct the deficiencies and resubmit the Derivative Materials for approval.

9.10 Right of Review. Throughout the term of this Agreement and upon reasonable request by Licensor, Licensor will have the right to receive, review, and retain all Derivative Materials in formats and on dates agreed to by the parties in a Statement of Services. Client will comply with any and all reasonable conditions set by Licensor with respect to the style, appearance, and manner of use of the Licensed Marks and Licensed Materials, and any other obligations under this Agreement.

9.11 Trademark License.

9.11.1 Licensor hereby grants to Client a limited, non-exclusive, worldwide, non-transferable license to use the Licensed Marks solely in connection with Derivative Materials in conjunction with the license granted to Client under Section 9.1. Client may use the Licensed Marks only in connection with the Derivative Materials.

9.11.2 Client may not use the Licensed Marks in a manner that is misleading, that disparages the Intellectual Property, the Licensor or the Licensed Marks, that may be harmful to Licensor's or the Licensed Marks' reputation, or that may reduce the value of the Licensed Marks in any way.

10. Right to Use E-Learning Programs

10.1 E-Learning License. Subject to the terms and conditions 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-transferrable license to manage and conduct E-Learning Programs for Participants. Client will manage Participants' access to the Platform. Access to the Platform may not be transferred after a Participant accesses and creates an account on the Platform. Client agrees to report to the Licensor the details of the consumption

or utilization of the license in the manner and frequency as set forth in the Statement of Services.

- 10.2 Conducting the E-Learning Program. The E-Learning Program must be conducted in the sequence, duration, and manner designed by Licensor and the E-Learning Program must be presented in its entirety, unless Client obtains prior written permission from Licensor. Client may not modify, adapt, or translate any part of the E-Learning Program unless Client has been granted a license and paid the applicable license fee set forth in a Statement of Services.
- 10.3 Right to Sublicense. In the event Client is granted a license to use the E-Learning Program, Client is permitted to engage a Sublicensee for the sole purpose of managing the E-Learning Programs and providing access to the E-Learning Program to Participants. Client is responsible for informing a Sublicensee about the restrictions under this Agreement and the protection of Licensor's Intellectual Property. A breach of any of the terms of this Agreement by Sublicensee will be deemed a breach of this Agreement by Client. In addition, 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 Sublicensee's use of the E-Learning Program and Sublicensee's acts or omissions.

11. Right to Create and Use Informational and Promotional Materials

- 11.1 Informational and Promotional Materials. Licensor grants Client the right to create and use Informational and Promotional Materials. Notwithstanding the foregoing, unless otherwise granted a license to create and use Derivative Materials, Licensor does not allow the creation of any other training materials, teaching tools or educational programs which may be used to replace, substitute, adapt or extend the use of Licensed Marks and Licensed Materials beyond the terms of the license.
- 11.2 Logos and Trademarks. If such Informational and Promotional Materials include Client's logo or other trademarks, the materials must include the Licensor's logo and include the proper trademark and copyright notices. Licensor's logo must be at least equal in size and placement to Client's logo or trademark.
- 11.3 Approval. Before such Informational and Promotional Materials are distributed, circulated, shown, or presented, such materials must be approved by Licensor, and such approval will not be unreasonably

withheld. Licensor will have 10 business days from the date Licensor receives Informational and Promotional Materials to approve them, or to provide guidance for changes required by Client to receive approval. If Licensor fails to notify Client of its approval within 10 business days, the Informational and Promotional Materials will be deemed approved. If Licensor disapproves the Informational and Promotional Materials, Client follow guidance of Licensor to correct the deficiencies and resubmit the Informational and Promotional Materials for approval.

- 11.4 Right of Review. Throughout the term of this Agreement and upon reasonable request by Licensor, Licensor will have the right to review any Informational and Promotional Materials. Client will comply with any and all reasonable conditions set by Licensor with respect to the style, appearance, and manner of use of the Licensed Marks and Licensed Materials, and any other obligations under this Agreement.
- 11.5 Ownership by Proprietor. With the exception of Client Specific Customizations, it is understood and agreed that any Informational and Promotional Materials made under this Section will become part of the Intellectual Property and be owned by Proprietor.

12. Right to Make and Use Video Recordings

- 12.1 Right to Video Record. Subject to the terms and conditions of this Agreement and payment of the applicable fee in the Statement of Services, Client is granted the right to video record Licensor's presentations, programs and events conducted for Client for Client's internal purposes only, and as further limited and defined by an applicable Statement of Services. Except as otherwise permitted in the Statement of Services, Client may not broadcast, loan, sell, lease, distribute, transmit or otherwise exploit such video recordings. The rights granted under this Section do not include or permit the creation or use of any Informational and Promotional Materials or Derivative Materials based on or from such video recording unless otherwise set forth in a Statement of Services.
- 12.2 Master Copy to Licensor. Client agrees to provide Licensor with highest quality digital master copies from each camera used in the recording, of the "edited live mix" when multiple cameras are used, to Licensor promptly upon conclusion of the presentation, and of the final edited versions of the recording promptly upon completion. Licensor may use selected non-confidential video clips for promotional purposes.
- 12.3 Owned by Proprietor. It is understood and agreed that any video recording made under this Section, and any licensed use of the video

recording in Informational and Promotional Materials or Derivative Materials, will become part of the Intellectual Property and be owned by Proprietor.

13. Protection of Intellectual Property of Licensor

- 13.1 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.
- 13.2 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.
- 13.3 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 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.
- 13.4 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. Nothing in this section will be deemed to require Licensor to enforce rights relating to the Intellectual Property against third parties.
- 13.5 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.

14. 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 this Agreement, and to any Confidential Information which is required to be disclosed by another party to comply with any applicable laws or regulations, but only to the extent required by such law or regulation, and 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 to allow such other party to respond and to take reasonable and lawful action to avoid and/or minimize the degree of such disclosure.

15. Case Studies and Testimonials

Licensor has the right to 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.

16. Indemnification

16.1 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, nor will the Licensor have any obligations or liability under this section in relation to Derivative Materials, whether or not the Licensor has approved or certified the same.

- 16.2 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.

17. **Termination**

- 17.1 **Termination Events**. Licensor may terminate the Agreement by giving notice in writing to Client in any of the following events:
- 17.1.1 if Client at any time fails to pay any amounts due and payable to Licensor.
 - 17.1.2 if Client, in the opinion of Licensor, misuses or in any way impairs the goodwill associated with any of the Intellectual Property or takes any action to contest the validity or ownership thereof;
 - 17.1.3 if Client assigns any rights or licenses herein granted other than in accordance with the terms of this Agreement;
 - 17.1.4 if Client declares or purports to declare that it holds the licenses herein granted in trust for another person without the prior written approval of Licensor;
 - 17.1.5 if Client fails to obtain any prior written approval or consent of Licensor expressly required by this Agreement;
 - 17.1.6 if Client otherwise neglects or fails to perform or observe any of the provisions or obligations of this Agreement or commits any breach of its obligations.
- 17.2 **Immediate Termination**. Either party may without notice 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, reorganization, 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.

18. Consequences of Termination

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

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

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

18.1.3 at Licensor's option, return to Licensor or destroy all Licensed Materials including, without limitation, all Derivative Materials, (except Workshop Leader's Guide and Service Champion's Workbook which may be retained for reference by individual Workshop Leaders and Participants respectively) within 10 normal business days in accordance with the provisions set out in this Agreement, and in the event of failure promptly so to do, to permit the authorized agents of Licensor to enter on its premises for such purposes. If these materials are not returned to Licensor within this period, Client will pay Licensor an amount equivalent to the total amounts specified in all Statements of Services invoiced for the use of Licensed Marks and Licensed Materials.

18.2 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.

19. 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.

20. 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.

21. Miscellaneous

- 21.1 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.
- 21.2 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.
- 21.3 Attorney Fees. In any litigation between the parties regarding this Agreement, the prevailing party will be entitled to recover reasonable attorney fees and expenses, including attorney fees and expenses on appeal or petition for review. The prevailing party means the party that prevails (whether affirmatively or by means of a successful defense) with respect to the claims having the greatest value or importance as reasonably determined by the court.
- 21.4 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.
- 21.5 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.
- 21.6 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.

- 21.7 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.
- 21.8 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 at the address indicated in a Statement of Services
- 21.9 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.
- 21.10 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.
- 21.11 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 will have executed this Agreement as of the Effective Date set forth in each Statement of Services.



The parties have executed this Master Agreement as of the Date set forth below.

For the Client: Date: _____

For the Licenser: Date: _____