

Beyond Bigger Bucks Pte Ltd

TERMS AND CONDITIONS OF PURCHASE

This Agreement governs the supply of Products by the Company to the Client and forms a binding contractual agreement.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context indicates otherwise, the following words have the following meanings:

Agreement means these Terms and Conditions.

Client means the person or entity that has placed an order to purchase Products from the Company and includes any officers, employees, contractors, representatives or consultants of that person or entity.

Commencement Date means the date the Company accepts the Client's order for purchase of the Products.

Company means Beyond Bigger Bucks Pte Ltd (UEN: 202422144C) trading as Bigger Bucks

Completion Date means the date that is one (1) year after the Commencement Date.

Intellectual Property means all Intellectual Property rights at any time recognised by law, including all present and future copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets and know-how, registered designs, program layouts, and all other proprietary rights resulting from intellectual activity in the education, industrial, scientific, literary or artistic fields.

Laws means all common law, principles of equity, statute, legislation or subordinate legislation of Singapore irrespective of where enacted.

Products mean the goods or services provided by the Company to the Client in accordance with this Agreement, including but not limited to the following:

- books, articles, participant materials, instructor materials and other materials.
- internal training services.
- online and public training events and seminars.
- trainer certification services.
- training kits.

Product Event means any training program commissioned to be facilitated by a Company trainer.

Term means the term of this Agreement which starts on the Commencement Date and concludes on the Completion Date.

Participant Materials means all workbooks and other simulation materials, including those modified for virtual training, provided by the Company to the Client in a PDF format.

2. PURCHASE OF PRODUCTS AND PAYMENT

2.1 Products will be purchased by the Client by placing an order on the company website or directly with an officer of the Company using email or telephone.

2.2 The Company will not be required to accept any orders placed by the Client. An order will not be binding until email confirmation is sent from the Company to the Client.

2.3 The Client will ensure that payment for Products is duly made to the Company within thirty (30) days of receiving an invoice from the company.

2.4 All purchases of Products are non-cancellable and non-refundable.

2.5 Orders for Products must be placed by the Client no later than 21 days prior to the date of the relevant event for which the Products are required.

3. CANCELLATION OF PRODUCT EVENTS

3.1 In the event that the Client cancels a Product Event, the Client acknowledges that it is responsible for all non-refundable travel costs incurred by the Company, regardless of when the Product Event was cancelled.

3.2 If a Client cancels a Product Event with less than thirty (30) days' notice to the Company, the Client acknowledges it is responsible for payment of the total price of the Product Event and will not be provided with any refund.

3.3 In the event that the Client cancels a Product Event with more than thirty (30) days' notice to the Company, there will be no cancellation fee and any fees paid by the Client for the Product Event can be used as a credit for the Client to purchase other Products.

3.4 The Client acknowledges that it must provide the Company with notice of cancellation of Product Events by email to team@beyondbiggerbucks.com. The Client and the Company agree that notice will be deemed to be provided on the date it is received by the Company.

3.5 The rescheduling or postponement of a Product Event by a Client will be treated in the same manner as a cancellation and is subject to the above cancellation policy.

4. INTELLECTUAL PROPERTY

4.1 The Client acknowledges and agrees that all Intellectual Property contained within the Products is owned by the Company and can only be used in accordance with this Agreement.

4.2 The Company acknowledges and agrees that the Client will retain ownership of any Intellectual Property contained within any of the Client's products, services, inventions, techniques, data, design and other information.

4.3 The Company hereby grants to the Client a non-exclusive, transferable, limited licence to use the Intellectual Property for the duration of the Term. The Client will not have any right to copy,

distribute, publicly display, licence, sublicense, create derivative works from, or make any other use of any Intellectual Property within the Products.

4.4 During the Term, the Company agrees to indemnify the Client from any third-party Intellectual Property infringement claims and liabilities (including reasonable legal fees) which may arise in relation to the Client's authorised use of the Products. This indemnity does not apply to any infringement that is attributable to Intellectual Property which is provided by the Client and is unrelated to the Products.

4.5 The Company will provide the Client with all necessary course materials included as part of the Products, including but not limited to, videos, slides, and participant materials (herein referred to as the "IP Assets").

4.6 The Client agrees to use the IP Assets only for paid Company programs. The IP Assets cannot be used by the Client in any other capacity.

4.7 The Client agrees to delete the IP Assets from all its IT systems in the event that the Client decides to discontinue the course purchased from the Company.

5. WARRANTIES & LIMITATION OF LIABILITY

5.1 The Company represents and warrants to the Client that:

- it has the capacity and right to enter into this Agreement and supply the Products.
- it has the right to sell the Products to the Client.
- it is entitled to use and deal with any Intellectual Property rights which may be used by the Company in connection with the Products.
- the Products, when used in accordance with this Agreement, will not infringe or otherwise violate any Intellectual Property rights held by third parties and will be free from material defects in materials and workmanship when delivered.

5.2 The Client acknowledges its sole remedy for a defective Product or part of a Product, is that the Company will replace the Product or part of the Product and will be responsible for any delivery costs associated with transporting the Product.

5.3 Other than the warranties expressly provided in this clause, the Client acknowledges that the Company provides the Products without warranties of any kind, either express or implied to the fullest extent permitted by the Singapore Consumer Law and any other Laws applicable to this Agreement.

5.4 To the extent permitted by any applicable Laws, the Client acknowledges that the Company's liability to the Client in connection with any Products supplied under this Agreement, shall not exceed an amount equal to the total amount paid by the Client to the Company for the Products.

5.5 The Client acknowledges that the Company, including all its officers, employees, agents, contractors, representatives and consultants, will not be liable for any losses, damages, costs, expenses or compensation of any kind, arising out of, or in any way connected with the provision of the Products or this Agreement.

6. COMPLIANCE WITH LAWS

6.1 When performing their obligations under this Agreement, the Client and Company agree to comply with all applicable Laws relevant to the provision of the Products by the Company.

6.2 Specifically with regard to export control, the Client hereby acknowledges that all Products provided under this Agreement are subject to Export Control Laws and may not be provided directly or indirectly to any country to which export is prohibited.

7. CONFIDENTIAL INFORMATION

7.1 The Company and Client acknowledge that in this Agreement “**Confidential Information**” means any technical, scientific, commercial, financial or other information of, about or in any way related to the Company, including any information designated by the Company as confidential, which is disclosed, made available, communicated or delivered to the Client, and includes any information relating to this Agreement, and any other information that either party reasonably holds in confidence or has received from a third party under an obligation of confidentiality.

7.2 The following information will not be considered Confidential Information:

- any information that is already generally available in the public domain, information that is known by the receiving party prior to the disclosure, and information that becomes known through a third party under no obligation not to disclose it.

7.3 During the Term and for seven (7) years thereafter, the Company and the Client agree to maintain the other party’s Confidential Information as strictly confidential and agree not to directly or indirectly, disclose or reveal the Confidential Information to any third party, or seek to use the Confidential Information for any purpose other than as contemplated under this Agreement.

8. TERMINATION

8.1 The Company may terminate this Agreement with immediate effect (or with affect from a specified date), by giving notice in writing to the Client, if the Client:

- breaches any provision of this Agreement that is not capable of remedy.
- breaches of any provision of this Agreement where that breach is capable of remedy, and the Client fails to remedy the breach within ten (10) business days after receiving written notice requiring it to do so (or such later date as may be specified in that notice).
- commit breaches of fraud, dishonesty or any other seriousness misconduct.
- suffers from an insolvency event.

9. INSURANCE

9.1 The Company agrees to maintain in full force and effect during the Term, the following insurance policies:

- Professional Indemnity with an insured amount of \$10 million or more; and
- Public Liability Insurance with an insured amount of \$20 million or more.

10. TAXES and TARRIFFS

10.1 Unless otherwise expressly stated, all prices or other sums payable or considered to be provided under or in accordance with this Agreement are exclusive of any in-country taxes or tariffs.

10.2 If a sales or customs tax is imposed on a supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the party requesting a tax payment.

11. GOVERNING LAW

These Terms are governed by the laws of Singapore. The courts of Singapore have exclusive jurisdiction.

12. GENERAL

11.1 This Agreement is governed by and is to be construed in accordance with the Laws of Singapore and the parties irrevocably and unconditionally submits to the exclusive jurisdiction of any Courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those Courts.

11.2 The Company and Client acknowledge and agree that this Agreement represents the entire agreement between the parties concerning the Products and replaces any prior contract, arrangement or understanding. Neither party can rely on an earlier written document nor anything said or done by or on behalf of another party before this Agreement was entered into.

11.3 Any provision of this Agreement which is invalid or unenforceable is to be read down, so to be valid and enforceable, and if that is not possible, the provision will to the extent that is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

11.4 The Company may set off against any sum owing to the Client under this Agreement in the amount then owing by the Client to the Company.

11.5 The Company may assign its rights, transfer its obligations or delegate this Agreement as required without notice to the Client.

11.6 The Company may sub-contract to any third party any of its obligations in relation to the supply of the Products under this Agreement.