

Tricres offers a range of training and development products and services to clients. By ordering any of Tricres' products and services, clients agree to the following terms and conditions of business. Unless otherwise agreed by Tricres in writing, the supply of products and services by Tricres is not subject to any other terms and conditions requested or supplied by the client, including terms and conditions incorporated into any correspondence, purchase order document or other document issued by the client and all such alternative or contrary terms are hereby objected to and rejected. BY PLACING AN ORDER WITH TRICRES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS.

1. **Tricres** is the trading name of TRICRES LTD., a company registered in the United Kingdom, and having its registered office at 199 Fountainbridge, Edinburgh, EH3 9BA ("Tricres").
2. Tricres is the trading name of Tricres USA LLC, a company registered in Delaware, USA, having its registered office at 108 Lakeland Avenue, Dover, Delaware 19901 ("Tricres")
2. **Fees and Payment:** Unless otherwise stated the price will be in US Dollar (USD) excluding state sales or other applicable taxes. Payment of a refundable deposit in the amount of \$99 (the "Initial Payment") is due at the time an order for a training class is placed. Following the expiration of 30 days following the payment of the Initial Payment, such amount shall become non-refundable and the client shall become responsible for paying the additional tuition fees in the amount of \$247 per month, which amount shall be payable in twelve equal instalments payable on or before the date that is (i) 60days, (ii) 90 days and (iii) 120 days (iv) 150 days (v) 180 days (vi) 210 days (vii) 240 days (viii) 270 days (ix) 300 days (x) 330 days (xi) 360 days (xii) 390 days following the date on which the Initial Payment was made. If any payment is not received on or before the applicable payment date, Tricres shall be entitled to cancel or suspend any further performance or delivery of products and services and to charge interest on such unpaid amount at a rate of 1.5% per month until paid in full.
3. **Cancellation:** Cancellation of services by clients will be permitted without charge at any time prior to the expiration of 30 days following the date on which the Initial Payment was made. In the event that the client cancels at any time following the expiration of such period, Tricres shall be entitled to retain any amounts paid prior to the date of termination.
4. **Tricres Licensed Business Coach & Consultant Subscription.** Upon application, Tricres shall process the client with respect to its accreditation process. If the client is approved for such accreditation, the client shall be notified that it is thereafter entitled to use the branded materials and resources available from Tricres and hold itself out as a Tricres Licensed Business Coach and Consultant. In order to continue to use such title, client must pay \$199 per annum (the "Subscription") and be in compliance with these terms and any other requirements of Tricres. Client may cancel such Subscription at any time, provided that Tricres shall be entitled to retain any amounts paid prior to the date of termination.
5. **Reserving the right to terminate the relationship:** Tricres reserves the right to terminate the relationship with a client for any reason at any time. No notice is required to terminate the relationship and notification will be given in writing electronically.
6. **Delivery:** Any dates quoted for delivery or performance of the products and services are approximate only and while Tricres will use all reasonable endeavors to meet the proposed timetable, Tricres shall not be liable for any claims resulting from any delays in performance howsoever caused. In particular, clients must ensure that Tricres receives all the information requested by the dates required. Failure to supply this information timeously may affect Tricres' ability to supply its goods and services.

6. **Intellectual Property:** Any and all intellectual property rights used or generated by Tricres in the provision of the products and services (including all rights in any trademarks, trade names, confidential information, trade secrets, proprietary methods or software) (the “Tricres IP”) shall be the exclusive property of Tricres. Clients are not entitled to amend, modify, copy, adapt or re-use Tricres IP or in any way, alter, obliterate, conceal, or copy any Tricres IP. Clients must not copy, produce, make, modify, manufacture, supply or assist any other party to copy, produce, make, modify, manufacture or supply Tricres’ products, services, or any material incorporating Tricres IP or any part thereof for use, sale, or other purpose. The products and services and the related Tricres IP rights cannot be used or delivered by or to unauthorized participants or third parties in any way and may not be used at any time following termination of the Partner Subscription.
7. **Data Protection & Privacy:** Tricres’ data protection and privacy policies as amended or updated from time to time apply to the provision of products and services by Tricres. Tricres’ current data protection and privacy policies can be found at [www.Tricres.com.]
8. **Liability:** Tricres shall use reasonable skill and diligence in the delivery and performance of products and services. TRICRES DOES NOT MAKE ANY WARRANTY TO COMPANY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE TRICRES PRODUCTS, MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TRICRES DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **Limitation on Liability.** EXCEPT AS IT RELATES TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; IN NO EVENT WILL EITHER PARTY, ITS SUBSIDIARIES OR AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER OR ANY THIRD PARTY, FOR ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS, MATERIALS OR SERVICES DELIVERED HEREUNDER, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS IT RELATES TO INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL TRICRES BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN ANY AMOUNT EXCEEDING [\$1,000,000][[THE AMOUNTS PAID BY CLIENT UNDER ITS CONTRACTS WITH TRICRES].
10. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware and by the laws of Scotland, England and Wales, without regard to conflicts of laws provisions thereof. Each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the courts located in Scotland. EACH OF TRICRES AND, BY ORDERING PRODUCTS AND SERVICES, CLIENT HEREBY IRREVOCABLY VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BETWEEN THEM BASED DIRECTLY OR INDIRECTLY ON THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATED TO THESE TERMS AND ANY PRODUCTS OR SERVICES DELIVERED PURSUANT HERETO.

11. **Independent Contractor.** In making and performing their obligations, the parties act and will act at all times as independent contractors and nothing contained in these terms will be construed or implied to create the relationship of principal-agent, partner, joint venturer, franchisor-franchisee or employer-employee between the parties. At no time will either party have any right, power or authority to create any obligation or responsibility on behalf of the other party.
12. **Assignment.** All rights and obligations under these terms, may be assigned by either party only upon the other party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation of this Section shall be void.
13. **Entire Agreement; Amendment.** These terms set forth the complete and exclusive agreement between client and Tricres and supersedes any and all prior or contemporaneous proposals, agreements, verbal or written.
14. **Waiver; Severability.** The failure to enforce at any time the provisions of these terms or to require at any time performance by the other party of any of the provisions of these terms shall in no way be construed to be a waiver of such provisions or to affect either the validity of these terms, or a party's right thereafter to enforce provisions in accordance with the terms. If any provision of these terms is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent.
15. **Notice.** All notices required under these terms shall be given and made in writing and shall be delivered to Tricres at the address set forth above and deemed received (i) the day after it is sent, if delivered by an internationally-recognized common carrier's overnight delivery service providing proof of delivery; or (ii) the third (3rd) business day following deposit in the Royal Mail, registered or certified mail, with prepaid postage thereon.