



Wacom Singapore Pte. Ltd.

5 Temasek Boulevard, #12-09
Suntec Tower Five, 038985 Singapore
TEL: +65 (6258) 8640 FAX: +65 (6258) 8697
www.wacom.asia
ROC No 200607350C
GST No 200607350C



Training Centre Agreement

This Training Centre Agreement (the "Agreement") is made on the date of 22 May 2018 (the "Effective Date") by and between Universitas Informatika dan Bisnis Indonesia, a corporation organized under the laws of Yayasan Ganesha Nusantara, with its principal place of business at Jl Soekarno Hatta No.643, Sukapura, Kiaracondong, Bandung, West Java 40286 ("UNIBI") and Wacom Singapore Pte. Ltd a corporation organized under the laws of Singapore ("Wacom")

1. **INTENT:** This Agreement is made between the parties hereto for the purpose of recognizing Company as a Training Centre for Wacom products ("TC") and defining the rights and responsibilities as TC.
2. **RELATIONSHIP:** Company is an independent business and neither has nor will have any power, right or authority, nor will Company represent that it has any power, right or authority, to bind Wacom or to assume or to create any obligation or responsibility, express or implied, on behalf of Wacom. Nothing stated in this Agreement shall be construed as constituting a partnership or franchise agreement between Wacom and Company or as creating relationships of employer and employee, master and servant, or principal and agent between the parties.
3. **REQUIREMENTS:** At the execution of the Agreement Wacom recognizes that the TC has met Wacom's requirements for becoming a TC. TC agrees to maintain these requirements for the duration of the Agreement and if TC fails to maintain one of these requirements, Wacom can terminate the Agreement. These requirements are defined to be:
 - 3.1 Business license. TC must be a legal entity with a license in the country which Company is organized under (the "Territory").
 - 3.2 Facilities. TC must operate a minimum of one permanent training facility with an address registered under its company name. TC facility must contain a minimum of one classroom with enough Wacom products
 - 3.3 Training staff. TC must maintain a minimum staff level of at least one experienced instructors who is mastering Wacom products.
 - 3.4 Curriculum. TC curriculum should include training and course content involving use of Wacom products
 - 3.5 Sale of Wacom products. If TC is eligible to sell Wacom products, then TC should purchase units from a local authorized Wacom distributor or local Wacom office as defined in the Reseller Agreement with Wacom. The sales of Wacom products by TC shall be limited to students and teachers of TC's courses or workshops only.
 - 3.6 Wacom product maintenance. TC must properly maintain all Wacom equipment (including driver upgrades and patches) to maximize students' learning experience.
 - 3.7 Display Wacom product and signage. TC mandatory share their space to display range of Wacom products and signage in their premises (office lobby)



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- 3.8 Additional requirements or changes to requirements will become effective upon written mutual agreement by both parties.
4. **BENEFITS:** Upon becoming a Training Centre for Wacom product, the TC shall have access to the following benefits provided by Wacom and/or Wacom distribution partners:
- 4.1 Wacom will issue a "Wacom Authorised Training Centre" certificate
 - 4.2 Wacom will publicly list TC as a Training Centre for Wacom Products in the local page of the Wacom website
 - 4.3 TC shall have access to be trained by Wacom staff, twice in a year (update products)
 - 4.4 TC shall be informed of information on new product updates when such information is available to Wacom.
 - 4.5 TC shall have access to marketing support by Wacom (and distributors where appropriate) needed to provide the trainings.
 - 4.6 TC may request promotions and other information to be included in newsletters/email/social media blasts by Wacom
 - 4.7 TC shall have access to sales and merchandising support by Wacom (and distributors where appropriate) including brochures and other materials that are needed to provide trainings.
5. **TERMINATION:** Either party may terminate this Agreement, by written notice to the other party:
- 5.1 Upon any material breach of this agreement by the other party, if such default continues for thirty (30) days after written notice is sent by the other party;
 - 5.2 Or, in the event that the other party dissolves or ceases to function as a going concern or to conduct its operations in the normal course of business.
6. **EFFECT OF TERMINATION:** Upon the termination or expiration of this Agreement, Company shall, at Company's cost and expense, promptly return to Wacom all materials provided by Wacom to it hereunder.
7. **REPRESENTATIONS AND WARRANTIES:**
- 7.1 Company represents and warrants to Wacom that: (a) it will make no false or misleading representations with respect to the Wacom and its affiliates and the Wacom products; (b) it will make no representations, warranties or guarantees with respect to the specifications, features or capabilities of the Wacom products that are inconsistent with the Wacom group's standard warranties and/or its marketing materials; and (c) in providing trainings and otherwise performing its obligations and responsibilities hereunder, Company will strictly comply with all applicable laws.
 - 7.2 Disclaimer EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE



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IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY AND/OR NON-INFRINGEMENT.

8. INDEMNIFICATION:

- 8.1 Company shall indemnify, defend and hold harmless Wacom, its affiliates, successors, assigns, and licensors, and each of their respective directors, officers, employees, contractors, agents and representatives, for, from and against any and all claims, actions, demands, penalties, losses, liabilities, damages, fees, expenses, judgments, and costs (including attorneys' fees and legal costs) (each a "Claim") arising out of or related to: (i) providing trainings, including without limitation, the performance of (or failure to perform) any of Company's obligations and responsibilities set forth in this Agreement; (ii) the negligence or more wilful misconduct of Company and/or the Company employees; (iii) a breach or alleged breach by Company of any term or condition of this Agreement, including without limitation, any representation or warranty of Company set forth herein, or any other failure on the part of Company to perform its obligations and responsibilities hereunder; and (iv) any violations by Company of applicable laws.
- 8.2 Wacom shall provide Company prompt written notice of the Claim (provided that any such delay shall not relieve Company of its indemnity obligations unless Company has been materially prejudiced by the delay), shall give Company the full opportunity and sole authority to defend and settle the Claim (provided that Company shall not, with Wacom's prior written consent, settle any Claim in any manner that: (i) does not include a full and complete release of Wacom; (ii) requires any affirmative conduct on the part of Wacom (other than the payment of money damages for which Company is providing full indemnity hereunder); or (iii) requires an admission of fault or liability on the part of Wacom), and furnish, upon request, all information and assistance necessary for the defence of such Claim.

9. LIMITATION OF LIABILITY:

- 9.1 WACOM AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF WACOM OR ITS AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WACOM AND ITS AFFILIATES' AND LICENSORS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY UNDER WHICH SUCH DAMAGES ARE SOUGHT, WILL BE LIMITED TO THE GREATER OF: (I) THE AMOUNTS PAID BY COMPANY TO WACOM HEREUNDER; OR (II) \$10,000 USD.
- 9.2 UPON ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT, WACOM WILL NOT BE LIABLE TO COMPANY BECAUSE OF SUCH TERMINATION, FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVENTORY, INVESTMENTS, LEASES OR COMMITMENTS IN CONNECTION WITH THE RETAIL STORE ("COMPENSATION CLAIMS"). COMPANY HEREBY IRREVOCABLY AND WITHOUT FURTHER CONSIDERATION FOREVER RELEASES, RELINQUISHES AND WAIVES AGAINST WACOM, ITS SUCCESSORS AND ASSIGNS, ANY AND ALL SUCH COMPENSATION CLAIMS.



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10. CONFIDENTIALITY: In exercising its rights and/or performing its obligations under this Agreement, Company may receive and/or be exposed to Wacom's confidential information, that is all non-public information, materials, data, samples, business plans, financial information, marketing plans, reports, forecasts, or other technical or commercial information that is provided by or on behalf of Wacom to Company hereunder and that: (i) if disclosed in writing or other tangible form, is marked as "confidential" (or a similar marking) at the time of disclosure or, if disclosed orally, is reduced to a writing marked as "confidential" (or a similar marking) and delivered to Company within thirty (30) days following such oral disclosure; or (ii) Company knows or reasonably should know that Wacom considers to be confidential or proprietary in nature ("Confidential Information").

10.1 Use and Disclosure Restrictions. Company agrees that Confidential Information will be used solely in connection with Company's exercise of its rights and/or performance of its obligations and responsibilities under this Agreement. Company will not transfer, disclose or distribute Confidential Information to any third party without Wacom's prior written consent, except that Company may disclose Confidential Information to its employees, contractors, agents or representatives who have a bona fide need to know such Confidential Information and who are similarly bound by confidentiality and non-use obligations at least as restrictive as those set forth in this Agreement. Confidential Information will be held in confidence by Company, and Company will ensure the security and confidentiality of the Confidential Information using the same measures used by Company to ensure the security and confidentiality of its own confidential and proprietary information of a similar kind or nature, but in no event using less than a commercially reasonable standard of care. Company will promptly notify Wacom of any unauthorized use or disclosure of Confidential Information and will assist Wacom in every reasonable way, at Company's sole cost and expense, to retrieve Confidential Information that was improperly used or disclosed.

10.2 Exceptions The confidentiality obligations imposed by this Section 10 will not apply to information that Company can demonstrate by clear and convincing evidence: (i) has become part of the public domain through lawful means and without breach of any confidentiality obligation; (ii) was subsequently and rightfully received by Company from third parties without any obligation of confidentiality; (iii) was known to and reduced to writing by Company before the date of this Agreement; or (iv) was independently developed by Company without use of or reference to any Confidential Information. Company may further disclose Confidential Information pursuant to compulsory judicial or administrative process or by law or regulation, subject to Company first providing Wacom reasonable prior notice of such disclosure in addition to other such information as may reasonably be necessary to enable Wacom to take action to protect its interests.

11. GENERAL: The parties hereto agree as follows: (i) no waiver will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision; (ii) the parties will have all remedies available to them at law or in equity; (iii) if any term or provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions will not be impaired; (iv) both parties have full power and authority to enter into and perform this Agreement, and the representatives signing this Agreement on behalf of the parties have been previously authorized and empowered to enter into this Agreement; (v) except as otherwise provided for herein, this Agreement contains the entire understanding of the parties regarding the subject matter hereof and supersedes all prior and



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contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement; (vi) this Agreement shall be governed by and construed under the laws of Singapore without reference to any conflict of law rules; (vii) in the event of any dispute, controversy or difference which may arise between the Parties, out of or in relation to or in connection with this Agreement (the "Disputes"), both parties shall try to settle them amicably by mutual consultation or discussion in good faith based on the spirit of mutual trust, cooperation and harmony. However, the Disputes that cannot be settled by such mutual consultation or discussion within a reasonable time period shall be finally settled by arbitration. The arbitration shall be submitted to the Singapore International Arbitration Centre ("SIAC") in accordance with its Commercial Arbitration Rules. The arbitration award shall be final and binding upon the Parties, and may be entered by any court having jurisdiction thereof. The costs of the arbitration, including any SIAC administration fee, the arbitrators' fee, and costs for the use of facilities during the hearings, shall be evenly borne by the parties to the arbitration; (viii) the English language shall govern and control the interpretation and construction of this Agreement; and (ix) Wacom Co., Ltd. is an intended third-party beneficiary under this Agreement, having the right to enforce this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date Effective Date.

Signed for UNIBI by

Signed for Wacom by

 Name : Dr. Ir. Bob Foster, M.M. Title : Rector Date : 22 May 2018	  Name : Ong Khiaw Seng Title : Director Date : 18 June 2018
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