



1. Subsidy Eligibility Conditions

The Enterprise Singapore Subsidy of S\$450 (+ GST) per participant (“Participant”) is only applicable to:

- (1) Eligible companies¹; and
- (2) Trade Associations and Chambers²,

Participants must be nominated by their company or trade association for participation in the sustainability course (“**Course**”).

Each eligible entity will be supported for up to a maximum of 3 participants for each type of ESP-Sustainability Course

The company or trade association shall be liable to make full payment for the Course fees if it or its Participants are found to be ineligible or fail to complete the Course. Accenture shall have direct recourse against the company or trade association.

¹ Business entities registered and operating in Singapore. This excludes: (a) non-profit organisations and charities (registered as public companies limited by guarantee); and (b) foreign companies operating in Singapore (registered as branch or representative offices).

² Trade Associations and Chambers should fulfil the following criteria: (a) be registered with Registry of Societies (ROS) or Accounting & Corporate Regulatory Authority (ACRA); and (b) defined as a Non-Profit Organization. A Non-Profit Organization is one whose main purpose is to support or engage in activities of public or private interest without any commercial or monetary profit. Non-Profit Organizations can be registered as a public company limited by guarantee, a society, or a charitable trust.

2. Cancellation or Postponement of the Courses

Accenture reserves the right to cancel or postpone any Course at any time due to unforeseen circumstances or for reasons such as, but not limited to, an insufficient number of Participants . Participants will be informed of the cancellation or postponement via email. In the event that a Course is cancelled or postponed and the fee has been paid, Accenture will provide a full refund of the fee paid.

3. Registration

The Course registration will typically close 2 to 3 weeks before the Course commencement date or when the particular Course is fully subscribed, whichever is earlier.

4. Withdrawal and Deferment

A. Withdrawal

Requests for withdrawal by a Participant shall be made in writing before Course commencement date, and subject to the following refund policy:

Fee Payable	If Written Notice of Withdrawal is Received:
No charge (100% of the fee paid by participant is refunded)	More than 30 days prior to Course commencement
25% of the total Course fee (25% of S\$1500)	15 to 30 days prior to Course commencement
50% of the total Course fee (50% of S\$1500)	7 to 14 days prior to Course commencement
100% of the total Course fee (S\$1500)	Less than 7 days prior to Course commencement

B. Deferment

Deferment may be permitted on compassionate or medical grounds at Accenture's sole and reasonable discretion. Participants who wish to defer their Course participation must submit to Accenture their reason(s) in writing, substantiated with relevant proof or documents before commencement of the Course.

Accenture may permit the Participant to defer attendance of the Course, subject to the availability of the next Course. If deferment is not possible, Accenture will refund the fees paid.

Any notice of deferment provided during or after the Course commencement shall constitute failure to complete the Course and the company or trade association shall be liable to make full payment for the Course fees in accordance with the Subsidy Eligibility Conditions above.

5. Other Terms and Conditions

1. Definitions:

(a) **Course** or **Courses** means the courses provided by Accenture to You under the Enterprise Singapore Sustainability Programme.

(b) **You** or **Your** means the company or trade association which has signed up for the Course(s) and which has accepted the Terms and Conditions (including this Business Terms).

2. Warranties: The Courses are provided by Accenture as-is. To the extent permitted by law, all express or implied warranties, representations, terms and conditions other than those expressly contained in this Terms and Conditions are excluded. The Courses provided do not include the provision of third-party products, address any legal or regulatory issues concerning Your operations, nor include any functions for which Accenture is not licensed or authorised to provide such as, functions that are subject to special licensing or other regulatory oversight (including financial, restructuring and insolvency, investment banking, audit, accounting, legal, tax and other regulated services).

3. Rights in Course Materials: The term "Course Materials" means product or material that is originated and prepared for You by Accenture and delivered to You during the Courses. All intellectual property rights in the Course Materials belong to Accenture. You shall have a non-exclusive, non-transferable right and license to use, copy, modify, and prepare derivative works of such Course Materials for Your internal business. The foregoing does not preclude either You or Accenture (each a "**Party**" and together the "**Parties**") from developing for itself, or for others, materials that are similar to the Course Materials. Each Party shall be free to use its general knowledge, skills and

experience, and any ideas, concepts, know-how, and techniques that are used or developed in the course of Accenture providing the Courses. Nothing in this Terms and Conditions shall affect a Party's rights in any material created prior to, or independently of, the preparation of the Course Materials.

4. Confidentiality: Each Party agrees to use Confidential Information only in connection with this Terms and Conditions. "Confidential Information" means any information identified, orally or in writing, by the discloser as confidential or which is otherwise confidential by its nature. Each Party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in this Terms and Conditions shall prohibit or limit either Party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without an obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Terms and Conditions. Neither Party will use the name, logo, or other identifying marks of the other Party outside of their own organization without prior written consent. Confidential Information will not include any information that identifies or directly relates to a natural person ("**Personal Data**"). Personal Data shall be dealt with in accordance with the Personal Data Notice & Consent section in the Registration Form.

5. Termination: Accenture may, upon giving to You thirty (30) days' written notice identifying specifically the basis for such notice, terminate for breach of this Terms and Conditions unless You cure such breach within the thirty (30) day period. Accenture may terminate this Terms and Conditions with immediate effect by giving written notice if You go into liquidation (save for the purposes of a solvent and genuine amalgamation or reconstruction). Accenture shall be entitled to fees for the Courses due and payable prior to the date of termination, including Accenture's out-of-pocket demobilization or other direct costs resulting from such early termination.

6. Liability: This clause shall be subject to Clause 2 (*Warranties*) of this Business Terms. To the extent permitted by law, Accenture's sole liability for any and all claims under or in relation to this Terms and Conditions (however arising, including under negligence) shall be the payment of direct damages suffered by You, not to exceed in aggregate an amount equal to the fees received by Accenture from Enterprise Singapore for the Courses provided to You pursuant to this Terms and Conditions. Accenture's liability will be reduced to the extent You have contributed to the event giving rise to the claim. In no event shall either Party be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses, or for loss of data, revenue, savings, business or profit (excluding profit comprised in Accenture's fees). Each Party will use commercially reasonable efforts to mitigate any loss. You agree that in the event of any alleged breach or non-performance by Accenture under this Terms and Conditions, that You will bring a claim only against Accenture, and no other third party.

7. Entire Agreement: This Terms and Conditions (including this Business Terms) sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. You may not assign this Terms and Conditions without the prior written consent of Accenture.

8. Dispute Resolution: This Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, without giving effect to conflict of law rules. Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute and irrevocably submits to the jurisdiction of such courts. This clause shall not apply to any claim arising from any patent or registered trademark, or any claim for urgent interlocutory relief.

9. Miscellaneous. Accenture shall not be liable for any delays or failures in performance, losses or damage due to circumstances beyond its reasonable control.

10. No partnership. In connection with this Terms and Conditions, each Party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing in this Terms and Conditions will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose.

11. Export Compliance. Notwithstanding any other provision of this Terms and Conditions to the contrary: (a) each Party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties; and neither Party shall be required by the terms of this Terms and Conditions to be directly or indirectly involved in the provision

of goods, software, deliverables, work, services and/or technical data that may be prohibited by applicable export control or economic sanctions programs. Applicable export control or economic sanctions programs may include those of the UN, EU, and U.S.. With respect to the export or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof You and Accenture will comply with U.S. export control and U.S. economic sanctions laws. The Parties understand and agree that this Terms and Conditions shall not require Accenture to provide or support services involving Cuba, Iran, Sudan, Syria, North Korea, Specially Designated Nationals, and/or Blocked Persons (as determined by the US Treasury Office of Foreign Assets Control), either directly or indirectly, including through the use of subcontractors.

12. Rights of third parties. Except as otherwise expressly stated in this Agreement, a person who is not a party to this Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any term of this Terms and Conditions.

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