

Participation Agreement

This Participation Agreement ("Agreement") is entered into by and between ALY PTE. LTD. d/b/a Spiking, with its principal office located at Singapore, hereafter known as ("Company"), and the participant accepting these terms ("Participant"). Company and Participant are each referred to herein as a Party and collectively as the Parties.

WHEREAS, the Parties hereto desire to enter into a business relationship whereby the Company has agreed to provide certain software and training/coaching services, in exchange for the payment(s) described herein to be made by Participant to Company; and

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Participation in Program

A. By agreeing to these terms, hereby enrolls in the Spiking.com program and subscribes to the use of the Software pursuant to the terms and conditions set forth in this Agreement.

B. Participant's enrollment becomes effective acceptance of these terms and Participant's payment to Company of the enrollment fee ("Effective Date").

C. Participant shall remain enrolled in the Program from the Effective Date, unless and until this Agreement is terminated by either Party pursuant Section VIII, below.

D. Participant must pay any additional fees when they become due. Any fees payable on a monthly basis shall be due on the first business day of the month. Participant's failure to pay any fees when due to Company shall constitute a material breach of this Agreement, for which Company may suspend or terminate Participant's enrollment in the Program, in addition to any other remedies available to it in law or equity.

E. Company is committed to providing all participants with a positive experience. Thus, Company may, at its sole discretion, limit, suspend, or terminate Participant's participation in any of its programs, live, recorded, social media-based or digital without refund or forgiveness of remaining payments if:

- o Participant becomes disruptive or difficult to work with;
- o Participant fails to follow the program guidelines; or,
- o Participant impairs the participation of our instructors or participants in our program(s).

F. With regard to Program content, Participant understands and agrees that:

- Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice, tailored to any individual.
- All materials, procedures, policies, and standards, all teaching manuals, all teaching aids, all supplements and the like that have been or will be made available Company or its designated facilitators, or any other source, oral or written, are for personal use in or in conjunction with this training Program only.
- Program content is for personal use only, and may not be sold, recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of Company, or its designated agent.
- The information contained in Program material is strictly for educational purposes. Therefore, Participant wishes to apply ideas contained in this material, Participant assumes full responsibility for their actions.
- Company assumes no responsibility for errors or omissions that may appear in any Program materials.

- Participant's user names and passwords, if any, associated with a membership account created in conjunction with participation in the Program, may not be shared with any third-parties.
- Any violation of Company's policies regarding content usage shall result in the immediate termination of Participant's enrollment without refund.

II. Company's Obligations

A. Company will provide the services corresponding to the Program selected by Participant, as identified on the Term Sheet (the "Services"), including online access to private coaching, templates, forms, and digitally recorded materials.

B. Company agrees to provide Services in a timely and professional manner, utilizing qualified trainers and software systems. Company will use commercially reasonable efforts to assist Participant in completing the training programs made available by Company and completing any tasks required in connection with those programs.

III. Participant's Obligations

A. Participant agrees to attend live presentations, review recorded presentations, read and study written materials, complete any "homework" given, and otherwise participate in the training Company makes available to the best of Participant's ability.

B. Participant must promptly communicate to Company any concerns regarding the Services, including any difficulties in accessing the software systems provided by Company to enable Company to remedy such concerns.

C. Participant acknowledges that the Services and any software or materials provided to Participant by Company are for educational purposes only. Participant should not use any templates or other materials provided by Company in connection with the Services as binding legal agreements without having them reviewed for such use by independent counsel. Participant assumes all risk of using any templates or other materials provided by Company.

IV. Proprietary Rights

A. Participant acknowledges that Company owns all right, title, and interest in and to the Services and any software or training materials it provides to Participant. Pursuant to this Agreement, Company is providing the Services and providing Participant access to software and materials for the limited purpose described in the Company's EULA. Company grants Participant a non-exclusive limited license to use the Services and related software and training materials during the term of this Agreement for that purpose, but not to copy, sell, or otherwise distribute them in any way. Participant does not otherwise gain any rights in the Services, software, or materials.

B. Participant acknowledges that Company owns all right, title, and interest in and to the Spiking.com trademark, any associated brands, and all the goodwill associated therewith (the "Brand"). Participant may not use the Brand for any purpose other than the promotion of Company or the Services.

V. Confidential Information

A. In the course of providing the Services, Company may disclose sensitive information to Participant, either orally or in writing, that Company deems confidential. For purposes of this Agreement, such "Confidential Information" includes business plans, financial reports, compilations of information regarding properties, and other similar types of information that Company does not publicly disclose or that Participant should reasonably understand from the circumstances should not be disclosed to third parties. Any documents Company stamps or marks as "Confidential" shall also be considered Confidential Information. Confidential Information does not include any information which: (i) was in Participant's possession prior to disclosure; (ii) is or becomes public through no fault of Participant; (iii) Participant rightfully received from a third party without any confidentiality obligation; (iv) was independently developed by Participant; or (v) Company approves for release in writing

B. Participant may use Confidential Information only for the purpose of participating in the Program. For a period of five (5) years from the Effective Date, Participant may not disclose or reveal Confidential Information to any third parties without Company's express written consent. Participant shall protect Confidential Information from disclosure using no less than a reasonable degree of care. Nothing in this Agreement prohibits Participant from disclosing Confidential Information if compelled to do so by valid legal process, but Participant shall give Company sufficient notice to formally object prior to disclosure. Participant may also disclose Confidential Information (i) to government officials or counsel solely for the purpose of investigating a suspected violation of law or (ii) in a document filed under seal in a legal proceeding.

C. Confidential Information shall be and remain the property of Company. All such information in tangible form shall be returned to Company promptly upon written request and shall not thereafter be retained in any form by Participant.

D. The parties agree that any breach of any provision of this Agreement regarding confidentiality or protection of Confidential Information would cause irreparable harm for which there is no adequate remedy at law, and that the non-breaching party shall be entitled to injunctive relief in addition to other remedies available at law or in equity.

VI. Warranties and Disclaimers

A. Company represents and warrants that it will provide the Services in a professional manner in accordance with industry standards. Except as expressly set forth in this Agreement, COMPANY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Company makes every effort to accurately represent its services and their potential. All information it provides in connection with the Services, including without limitation earnings and income statements, examples of past successes, case studies, and examples, are representations or estimates of what Company, its principals, and past and present participants have achieved. They are used as illustrations and for educational purposes only, and Company does not warrant or represent that Participant will achieve similar results. Company does not make any representations to Participants regarding the financial success Participant will achieve either during or after the Program or guaranteeing any specific outcome or results from the Services. Any and all claims or representations, as to income earnings on the Program, Program materials or Company website, are not to be considered as average earnings. There can be no assurance that any prior successes, or past results, as to income earnings, can be used as an indication of Participant's future success or results.

C. Company teaches a system or method, but all due diligence and all aspects of implementation are entirely within Participant's control and Participant bears the sole risk. As with any business, results will vary and will be based on numerous factors such as individual skill, business experience, expertise, efforts, and market conditions. Each individual's potential success depends on numerous factors and unique circumstances in each individual investment, all of which are outside of Company's control. Participant acknowledges that there are risks involved in stock, options and financial markets trading activities and that Participant is solely responsible for any business decisions or results resulting from its use of any information provided by Company.

D. Monetary and income results are based on many factors. Company has no way of knowing how well Participant will perform, as Company does not know Participant, their background, work ethic, or business skills or practices. Therefore, Company does not guarantee or imply that Participant will get rich, that Participant will do as well, or that Participant will make any money at all. If Participant relies upon figures provided in the Program; Participant must accept the risk of not doing as well.

E. The education and information presented by the Program is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Participant, as an end user of this information should therefore use the contents of this Program and the materials as a general guideline and not as the ultimate source of current information and when appropriate, Participant understands that Participant should consult their own legal, accounting or other advisors.

F. Participant acknowledges that there are market risks outside of Company's control that may impact the effectiveness of any methods taught or advice given by Company, including without limitation the business acumen of participants and global market conditions.

G. To the extent that Company provides Participant with third party resources, such as vendors, suppliers, etc., Participant acknowledges that these are for informational purposes only. Company makes no representation or warranty regarding such third parties and Participant must conduct its own due diligence and engage such third parties at its sole risk. Participant acknowledges and agrees that Company may receive referral fees from such third parties if Participant engages them.

H. The information contained in the Program (including but not limited to content in any format) is based on sources and information reasonably believed to be accurate as of the time it was recorded or created. However, this material deals with topics that are constantly changing and are subject to ongoing changes related to technology and the market place as well as legal and related compliance issues.

I. The Program is continually under development and Company makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose. The information provided in the Program is sold and provided on an "as is" basis.

J. Under no circumstances shall either party be liable to the other for an amount of damages exceeding any amounts actually due or paid by Participant to Company. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES, WITHOUT REGARD TO WHETHER SUCH DAMAGES OR LOSSES WERE FORSEEABLE.

VII. Publicity

A. Participant agrees that it will not issue any press releases or conduct any publicity regarding Company, the Services, or the Program without Company's prior written consent.

B. Participant hereby agrees unconditionally that Participant shall not publicly disparage Company with regard to any aspect of the relationship between Company and Participant and shall direct all concerns, complaints and related matters directly to Company.

C. If Participant posts or provides any information through any public media platform relating to Company, the Services, or participation in the Program, including but not limited to Facebook, Twitter, Instagram, Internet message boards, chat rooms, websites, blogs, newspapers, television programs, radio programs and any other form of public media outlet, such posts or information shall not (i) reveal the identities of other participants without their express permission; (ii) reveal the content of any written materials provided to Participant by Company; (iii) contain any Confidential Information; or (iv) reveal the specific terms and conditions of the business relationship between Participant and Company, including the pricing of programs, except as provided by Company to Participant for that purpose.

D. By participating in any live events associated with the Program, Participant may be captured on audio, video or photography footage taken at the event. Additionally, Participants may elect to provide video and audio and/or be captured in still and/or digital photographs to document participation. Participant agrees that Company and its assigns have the right and permission to use such recordings and photographs should they include Participant's name, likeness, voice, biographical details, testimonials, or photograph for marketing advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the participant. Participant understands and agrees that all recordings from the Program are exclusive property of Company and Participant does not ask for or expect compensation for the use of the recordings or photographs in which participant appears or speaks. Company owns all rights of any audio, video, and/or photograph captured during the Program. Participant hereby waives all rights which Participant may have to any claims or demands for payment or royalties in connection with the use of any of such materials, regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by Company for any product and/or service in connection with such use and publication. Participant also waives any right to inspect, review or approve any photograph, recording, or other written material at any time, and waives the right to approve the use and medium of publication determined by Company.

VIII. Termination

- A. This Agreement shall commence on the Effective Date and continue until terminated by either Party as set forth herein (the "Term").
- B. Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice. If termination is for cause, such as failure of Participant to make a timely payment under this Agreement or failure of Company to adequately deliver the Services, then the non-terminating Party shall have an opportunity to cure and if it remedies the cause to the satisfaction of the terminating party within thirty (30) days, the termination will be rescinded. Upon receipt of notice of termination from Participant, Company shall, at its sole discretion, have the right to cease providing Services and to discontinue Participant's access to the Program.
- C. Unless Participant terminates this Agreement within thirty (30) days of the Effective Date, Company will not be required to refund any payments made prior to the termination date, including any deposits, unless Company failed to make any Services available to Participant.

IX. Additional Terms

- A. This Agreement shall be governed by the laws of the Singapore.
- B. Participant may not assign this Agreement without Company's prior written consent. Any attempted assignment by Participant without Company's prior written consent will be void. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties, their successors, and assigns.
- C. Any amendment or modification of this Agreement, or any waiver of its terms, must be written and signed by the Parties. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.
- D. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein