

Terms of Engagement

1. Scope of Engagement

The following Terms of Engagement apply to all work carried out by AEDP for you (“the Services”) as set out in our Engagement Letter unless agreed otherwise in writing by Consultant. In these terms, “we”, “consultant”, “us” and “our” refer to AEDP, and “you” and “your” refer to our client.

The Engagement Letter and these Terms of Engagement are together referred to as the “Contract” or the “Engagement”.

2. Your Responsibilities

Any reports issued or conclusions reached by us may be based upon information provided by and on your behalf. You warrant, represent and undertake to us (except as otherwise specifically notified to us by you in writing) that such information is complete and accurate and is not misleading (either on its face or by inference or omission) and that there are no other material facts known to you that may be relevant to us in carrying out the Services and further that we may rely on such information.

We assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by you and on your behalf.

You remain responsible for any commercial decision that you make, and in taking such decisions regard must be had to the restrictions on the scope of our work and to the large number of other factors, commercial and otherwise, of which you and your other advisers are, or should be, aware from sources other than our work.

3. Reports and Advice – Reliance on Drafts

You shall not place reliance on draft reports, conclusions or advice, whether oral or written, issued by us as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.

4. Financial Analyses

Reports contain in part our views, estimations and projections rather than facts. In particular, financial analyses will be subject to factors outside our knowledge at the time of compiling our report, such as future events and changing consumer trends.

5. Use and Purpose of Advice and Reports

Any advice given or report issued by us is provided for your use and benefit and in connection with the purpose in respect of which the Services are provided.

You may provide such report or advice to any third party as long as the report is used in its entirety, including our Disclaimer. Regardless of whether or not consent has been provided, we shall not assume any liability or responsibility to any third party to whom any advice or report is disclosed or otherwise made available.

6. Limitation of Liability Cap

Nothing in relation to this Engagement shall in any way limit or exclude our liability for death or personal injury, any other liability which cannot lawfully be excluded or limited, or liability arising as a result of fraud on our part. Subject to this proviso:

- a) Our liability to you in respect of breach of contract, breach of statutory duty, negligence, or otherwise arising out of or in connection with this Engagement is limited to twenty-five (25) percent of the professional fees paid by you for the Services, or the actual damages, whichever is the lesser.
- b) We shall not be liable to you for any loss (whether direct, indirect or consequential) of profits, anticipated profits, revenues, goodwill, loss of business or anticipated savings, management time or for any other special, indirect or consequential loss or damage, even if advised of the possibility of such loss or damage.

Where we are jointly engaged by more than one party in relation to the same matter, the limit of liability will be allocated amongst the parties. If no allocation is agreed, you shall not dispute the operation of this clause on that basis.

7. Proportionality

Our liability to you in respect of breach of contract, breach of statutory duty, negligence, or otherwise arising out of or in connection with this Engagement shall be limited to that proportion of the loss or damage (including interest and costs) suffered by you, which is ascribed to us by a court of competent jurisdiction in Singapore allocating proportionate responsibility to us, having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to you for such loss and damage.

This provision shall not apply to any liability for death or personal injury, any other liability which cannot lawfully be excluded or limited, or liability arising as a result of fraud on our part.

For the purpose of assessing our contribution to any loss, it is agreed that no account shall be taken of any limitation of liability that may be applicable to any other person or party. Our advice and reports are provided as professional and educated opinions, not as guarantees or assurances of outcomes. Project success depends on a variety of external factors, many of which are beyond our control and may arise after our engagement has concluded. Accordingly, our role should always be understood as advisory, not determinative.

8. Time for Bringing Any Claims

Any claim for breach of contract, breach of statutory duty, negligence, or otherwise arising out of or in connection with the Engagement must be brought within **one (1) month** of the act or omission in question.

However, where a claim relates to **fraud, gross negligence, or breach of statutory duty**, the limitation period shall be **six (6) months** from the date of the relevant act or omission.

Certainly! Below is the **full updated text** of the **Terms of Engagement** for AEDP, incorporating the revised legal structure, Singapore jurisdiction, and the tiered claims clause.

9. Fee Estimates and Quotations

Estimates are good-faith indications of likely costs. Quotations become contractual if accepted. Additional work is charged at standard hourly rates or may require further agreement.

10. Disbursements and Expenses

We may incur usual disbursements unless you instruct otherwise. Substantial expenses require prior approval.

11. Payment Terms

Payment is due within 14 days of invoice. Overdue payments accrue interest at 0.1% per day. Extrajudicial and judicial collection costs may be charged. We may suspend services if invoices remain unpaid.

12. Payment on Account & Interim Invoicing

We may request advance payments and issue interim invoices during the course of work.

13. Intellectual Property

All intellectual property remains with us unless otherwise stated. Upon full payment, you are granted a revocable license to use the material internally.

14. Termination

Either party may terminate the Engagement. You must pay for work performed up to the termination date, including reasonable costs related to the transition.

15. Post-Termination Obligations

Each party must return or retain documents as agreed. Certain terms will survive termination.

16. Consultant's Papers

We may retain working materials for at least six years and may destroy them thereafter without notice.

17. Indemnity

You agree to indemnify us against third-party claims, except where caused by our fraud or dishonesty.

18. Personnel

No party may directly solicit the other's personnel during or within six months of the Engagement without consent. If an employee is hired as a result, a fee equivalent to six months' gross salary will be payable.

19. Confidentiality

Both parties agree to maintain confidentiality, subject to certain legal exceptions (e.g., court orders, insurers, or regulatory disclosures).

20. Publicity

We may publicize the Engagement unless otherwise agreed, and will use reasonable efforts to notify you beforehand.

21. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control (excluding payment obligations).

22. Data Protection

We will store your contact details for internal use and may send relevant information. You may opt out in writing.

23. Electronic Communications

While we aim to use secure transmission methods, electronic communications may be subject to errors or interception. Each party is responsible for managing their own risks.

24. Complaints

If you are dissatisfied, please raise the issue first with the director responsible for your work, or with the Executive Director if unresolved.

25. Conflict

In case of inconsistency between these Terms and the Engagement Letter, these Terms prevail unless explicitly overridden.

26. Law and Jurisdiction

This Contract is governed by and construed in accordance with the **laws of Singapore**. Disputes shall be subject to the **non-exclusive jurisdiction of the courts of Singapore**. Disputes not resolved through negotiation may, with consent, be referred to arbitration or mediation. The English version of this agreement shall prevail in case of translation inconsistencies.

27. Entire Agreement

These Terms and the Engagement Letter form the entire agreement, superseding all previous discussions or representations.

28. Severance

If any part of this agreement is found to be invalid, the rest shall remain in full force and effect.

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