

MarXtar Ltd Invoice Terms and Conditions

This invoice incorporates and augments the license and/or service agreement between you and MarXtar Ltd. In the event of a discrepancy between these terms and the terms of any license agreement, the terms of the license agreement shall govern. Any changes, additions or deletions to these terms or the terms of the license agreement shall have no force or effect unless specifically agreed to in writing by the parties.

The parties have read and agree to the following terms:

1. Payment is due for:

- Products:
 - 30 days from date of invoice.
- LifeCoach, Support and Maintenance:
 - Annually in advance 30 days from date of invoice
- Micro-Consulting Units:
 - 30 days from date of invoice.
 - Micro-Consulting Units are a prepaid offering due to their hours-based and flexible nature.
- Services:
 - 30 days from date of invoice.

2. All prices exclude VAT, sales tax and any other applicable tax, unless such tax is explicitly included.

3. Late payments are subject to interest at the lesser of a rate of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, which interest will accumulate on the outstanding balance on a daily basis until paid in full. Licensee shall reimburse MarXtar Ltd for all reasonable costs, including legal fees and related costs, MarXtar Ltd incurs in collecting any late payments and interest from Licensee.

4. Expenses are charged at a fixed rate per day as quoted unless otherwise agreed and will be invoiced in conjunction with any professional services days being fulfilled.

5. Cancellation fees are due for customer cancelled education courses at a rate of 50% of the course fee if cancelled within one week of the start of the course, or 100% of the course fee if the course is not attended or if notice is given less than 5 business days before the start of the course.

6. Cancellation fees are due for customer cancelled services days at a rate of 1 day of the consultancy fee or £1,500, whichever is less, if cancelled within 10 business days but more than 5 business days prior to the start date, or if cancelled fewer than five (5) business days prior to the start date, fees equal to: (i) the number of days of consultancy postponed, (ii) one week of Services due for the project as if it had been fully performed, or (iii) £7,500, whichever is less.

7. Orders for education and professional services expire if not used within 12 calendar months from the date of order.

8. A hard copy PO number and VAT ID (where applicable) must be provided with all orders.

9. No refunds or acceptance criteria shall apply to any products or services sold by MarXtar Ltd unless specifically referenced in an official proposal or statement of work.