

E2E AGENCY AGREEMENT (“EAA”)

BETWEEN:-

- (1) E2E ACADEMY SDN. BHD. 202001008595 (1364915-M), a company incorporated in Malaysia and having its business address at SUITE 108, 1ST FLOOR, KOMPLEKS EUREKA, 11700 UNIVERSITI SAINS MALAYSIA, PENANG. (the “Company”);

AND

- (2) Member who had purchased any of the Products that upgrade their status to Academy Partner and above. (the “Agent”)

WHEREAS:

- (A) The Company offers customers certain products, as described on the document attached hereto as APPENDIX A (the “Products”); and
- (B) The Company and the Agent desire to enter into an agreement whereby the Agent will market and sell the Product according to the terms and conditions herein.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

DEFINITION

“**Confidential Information**” means any data and/or information of a confidential nature which is being disclosed by the Company Party to an Agent Party in relation to the Agreed Purpose, including but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing);, designs, drawings, specifications, techniques, models, data, source code, object code, algorithms, documentation, user manuals, diagrams, flow charts, consulting methods and techniques, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, market analysis, customer names and other information related to customers, personal data and sensitive personal data as defined under the Personal Data Protection Act 2010, price lists, pricing policies and financial information, methods of production, use, operation and application, invented, owned or developed by the Company Party as it applies to and is incorporated in Company Party's proprietary software, and any patents, copyrights, trademarks existing now, for which applications may be pending or hereafter made, acquired and granted for any of Company Party's software and any improvements, enhancements or modifications thereto, Company Party's physical security

system, access control systems, specialized recovery equipment and techniques, and the details of the Company Party's computer operations and recovery procedures. Confidential Information shall further include data regarding business practices, pricing, product philosophy, position relative to competitors, and review of actual deliverables of consulting projects.

“Agreed Purpose” includes designs, drawings, and all copyright relating thereto; product specifications and know-how, and explanatory materials and/or educational research stipulated by Agent Party.

“Representatives” means in relation to a party, any of the party's Directors, senior officers, senior employees and advisers (that is, its lawyers, accountants, company secretary, tax, auditor and financial advisers).

“Parties” means any Representatives from both the Company Party and the Agent Party.

“Member” means any user have login account in E2E Academy system.

1. Assignment of Right

With certain limitations stated herein, the Company hereby authorizes the Agent the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Agreement.

- 1.1 The Agent shall only market and offer for sale the products within the Territory, as defined in this Agreement.
- 1.2 The Company reserves the right to add to or subtract from the list of Products authorized on Exhibit A attached hereto with notice to the Agent.

2. Territory

The Agent shall be authorized to market the Product in **MALAYSIA** (the “Territory”).

3. Exclusivity

The Agent shall be non-exclusive party authorized to market the Product within the Territory.

4. Trademark Rights

The Agent agrees and acknowledges the following with regard to the Company's trademark:

- 4.1. The Company is the sole and exclusive owner to all right, title and interest in "Trademark" or to any other trademarks associated with the Company (the "Company Trademarks") which the Agent may utilize in performing the services herein.
- 4.2. The Company hereby grants to the Agent for the duration of this Agreement and subject to the limitations stated within this Agreement a non-exclusive, non-transferable, revocable right to use the Company Trademarks as necessary to market and offer for sale the Products within the Territory.

5. Agent Responsibilities

In marketing and offering the Products for sale in the Territory, the Agent shall:

- 5.1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
- 5.2. Maintain reasonable technical and practical knowledge with regard to the Products;
- 5.3. Utilize promotional materials provided to the Agent by the Company for the purpose of marketing and selling the Products;
- 5.4. If requested by the Company, to do planning, attend and participate in trade shows and conventions related to the Products;
- 5.5. Shall bare all the expenses including but not limited to lodging, meals, toll fee, parking fee, A&P printing fee, logistic fee, mobile & broadband service charges, ticketing, printing, prizes, sponsorship, etc for marketing activities within the Territory assigned unless pre-approved by the Company;
- 5.6. Promptly respond to all communications by customers and the Company regarding the Products;
- 5.7. Reasonably assist the Company with regard to any and all collection matters as requested by the Company;
- 5.8. Prepare and maintain any reports and documentation, as requested by the Company.

6. Commission

The Company shall pay to the Agent following the commission scheme and schedules as described on the document attached hereto as APPENDIX B (the "Commissions").

- 6.1. Should the Parties terminate this Agreement for any reason, the Company shall pay the Agent only for sales of the Products made prior to the termination date.
- 6.2. In the event that the Agent receives commission payments for orders that are subsequently refunded, charged back, or the Company otherwise fails to realize the income from such a sale, the Agent shall offset any future commissions paid by the amount by which the commissions actually paid would be reduced if the sales associated with income the Company failed to realize were never completed.

7. Confidentiality

- 7.1. The Agent shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.
- 7.2. Immediately upon termination of the relationship between the Company and the Agent, the Agent shall return to the Company any documents pertaining to the Company's business or any of its trade secrets which are in the Agent's possession.

8. Term and Termination

- 8.1. This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing.
- 8.2. Upon such termination, the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of the Company's confidential information.

9. Indemnification

The Agent agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by the Agent while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.

10. Notices

- 10.1. Any notice or other communication to or by any party to this Agreement may be sent by hand or by registered post to the party concerned at the address mentioned above.
- 10.2. Such notice or communication shall be deemed to have been received at the time of delivery if by hand, within 14 days of posting if by post and at the time of transmission if by email only.

11. Variations

Any variation of this Agreement or any of its terms shall be mutually agreed to by the Parties hereto and shall be in writing.

12. Date

The effective date of this agreement starts upon the Agent accepted the terms and conditions in the system when purchasing the Products which upgrade the status of membership become Academy Partner.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior negotiation, arrangement or understanding (whether written or oral) with respect to the subject matter or any term of this Agreement.

14. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Malaysia and the Parties shall submit to the exclusive jurisdiction of the Courts of Malaya. Any and all disputes, controversies or conflict between the Parties hereto in connection with this Agreement shall, so far as is possible, be settled amicably between the Parties. Failing such amicable settlement, any and all disputes, controversies and conflicts arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) or the breach, termination or invalidity thereof, which cannot be settled by good faith negotiations between the Parties shall be settled by arbitration or by a court of law, as may be decided by both Parties mutual agreement.


The Parties hereto have hereunto set their respective hands through accepting the terms and conditions in the E2E Academy system. No signature needed.

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APPENDIX A

The Products

TITLE	DESCRIPTION	METHOD	PRICE
Master Money Kids 《小小理财家》 	理财习惯培训 品格教育 塑造精明理财的下一代 建立良好人格 养成理财好习惯 适合 7-18 岁	6 months Weekly 1 hour class Online ZOOM Class	RM1500
		12 months Weekly 1 hour class Online ZOOM Class	RM3000
D'Little CEO 《小小总裁班》 	企业家培训 职业体验 向行业/企业家学习 将理财技能付诸行动 展示生存技能 适合 7-18 岁	3 months Weekly 1.5hours class Online ZOOM Class	RM1350
X-Training Camp 《X 训练营》 	少儿成长真人秀节目 完全脱离父母，老师， 完成挑战任务。 独立，展示解决问题， 生存能力与自信心 适合 7-14 岁	1 month training + 1 day shooting session	RM4999
X-Master Talent 《小小天使班》	探索心灵宝藏 激活天赋 培养理财知识 培养演说技巧 适合 7-14 岁	1 month Weekly 2 classes Each class is 2hours Online ZOOM Class	RM1900

<p>Academy Center 《億家人-学院中心 配套》</p> 	<p>专为所有教育工作者如 补习中心、幼儿园等所 设计，以协助并受益于 E2E 的内容和平台。</p>	<p>E2E Authorized Academy Center Become a strategic partner of E2E platform Enjoy 20% platform discount 1-year course (one seat) One FREE TRIAL class for all students Provide coaching team to support teaching Priority for center students to participate in E2E activities Priority to participate in the <X-Training Camp> shooting session Provide promotional tools (Banner, flyers)</p>	<p>RM6000</p>
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The Company reserved the right to add on new Products and price adjustment or run any campaign from time to time without prior notice.

APPENDIX B

The Commissions

Referral and Overriding Commission

RANKING	REQUIREMENT	COMMISSION	OVERRIDING
Academy Partner (AP)	Purchase any products that can activate as AP	20%	0%
Academy Manager (AM)	Minimum 10 AP direct recruit	30%	10%
Academy Area Manager (AAM)	Minimum 10 AM from direct recruitment	40%	20%

- The Agent referral and overriding commission will reflect in the system instantly whenever there is new case submission.
- The cut-off period for commission withdrawer request submission is on 30th of every month.
- The Agent shall receive the commission payout by 15th of every month.

World Pool Incentives

RANKING	REQUIREMENT	OVERRIDING
Senior Academy Area Manager (SAAM)	Minimum 1 AAM from different line Maximum 1 layer depth Maximum 1 share Minimum RM50K Personal Sales/Group Sales	5%
Director (D)	Minimum 1 AAM from 3 different line Maximum 3 layers depth Unlimited Share Minimum RM40K Personal Sales/Group Sales	4%
Senior Director (SD)	Minimum 1 AAM from 5 different line Maximum 5 layers depth Unlimited Share Minimum RM30K Personal Sales/Group Sales	3%
Chief Director (CD)	Minimum 1 AAM from 8 different line Maximum 8 layers depth Unlimited Share Minimum RM20K Personal Sales/Group Sales	2%
International Director (ID)	Minimum 1 AAM from 10 different line Maximum 10 layers depth Unlimited Share Minimum RM10K Personal Sales/Group Sales	1%

- 1 AAM and above ranking counted as 1 Share portion
- The Agent world pool ranking and incentive will be calculated by quarterly basic.
- The cut-off period for commission withdrawer request submission is on 30th of every month.
- The Agent shall receive the commission payout by 15th of every month.