

AFFILIATE AGREEMENT

This Affiliate Agreement (“**Agreement**”) is made on the date **26th January 2023** between **NUUHA COSMECEUTICAL SDN. BHD.** (Company No.: 1487162-M), a company incorporated in Malaysia with its business address at No. 14-1, Jalan Pinggiran Putra 4A, Desa Pinggiran Putra, Sungai Merab, 43650 Bangi, Selangor (“**Company**”) (which shall include its heir, personal representative and successors in title and assigns) and the **Affiliate**.

(The above parties are collectively referred to as “**Parties**” and individually referred to as “**Party**”)

BY INDICATING AN ACCEPTANCE TO THIS AGREEMENT OR BY USING THE SERVICES HEREIN, THE AFFILIATE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WHEREAS:-

- A. The Company is involved in information technology services which owns and operates a web based known as www.nuuhabeauty.com and any domains related to it (“Platform”).
- B. The Affiliate is an individual who is contracted to promote the products shown on the Platform subject to the terms and conditions of this Agreement.
- C. This contract shall last until **31st December 2023**.

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

1.1. In this Agreement and the Schedules hereto, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

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| “Application Form” | means any form provided by the Company to be completed an applicant applying to become an Affiliate. The Applicant shall submit the duly completed Application Form (and any other supporting documents required by that form) and shall form part of the Agreement. |
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| “Business Day” | means a day other than a Saturday, a Sunday, a designated public holiday in |
| | Wilayah Persekutuan Kuala Lumpur or any other day on which the banks located in Wilayah Persekutuan Kuala Lumpur are not open for business. |
| “Commencement Date” | means the date of this Agreement. |
| “Confidential Information” | means all information of any kind, whether in machine readable or visually readable form, oral or otherwise and whether or not labelled as “Confidential”, including but not limited to technical information, data including Personal Data, know-how and information relating to either party's business, marketing strategies, financial condition and operations and submitted or howsoever made available by or on behalf of one party to the other, whether before or after the date of this Agreement, for the purposes relating to or in connection with this Agreement. |
| “Customers” | means the persons who purchase the Products which are offered on the Platform. |
| “Intellectual Property” | means all copyright, patent, industrial design, and all other <i>registered design patents, design patent applications and all other patent rights; utility model rights; design applications; design rights or design under copyright; copyright or similar protection in drawing and documents; technology and technical know-how</i> ; drawings (includes both hard and soft copies), software, manuals (including technical specifications, <i>industrial drawings and designs</i>), client's purchase specifications, <i>samples, prototypes, models, test results, product briefs</i> ; |

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| <p>“Affiliate”</p> | <p>An individual, being an approved user of relevant social media, and compliant with the terms and conditions thereof, who meets all the terms and conditions set out by the Company and who has</p> |
| | <p>successfully been registered as an Affiliate of the Platform. The party described in the Application Form which shall include its heir, personal representative and successors in title and assigns</p> |
| <p>“Affiliate Content”</p> | <p>all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content created or provided by the Affiliate to be used by the Company including the promotional or advertising materials including but not limited to any description of products and photographs of the Products, and any amendments and revisions thereto.</p> |
| <p>“Affiliate Platform”</p> | <p>means the social media platforms used by the Affiliate to promote the Products on the Platform.</p> |
| <p>“Personal Data”</p> | <p>has the same meaning as defined under the Personal Data Protection Act 2010.</p> |
| <p>“Platform”</p> | <p>means all the platforms (which includes a website, mobile application and Internet based services) operated by the Company or any affiliates which includes, but not limited nuuhabeauty.com.</p> |
| <p>“Term”</p> | <p>means the period commencing from the date of the Agreement thereof or any period agreed by the Parties in writing (including any extension, continuation or termination described therein).</p> |
| <p>“Territory”</p> | <p>means Malaysia.</p> |

1.2. Unless the context otherwise requires: -

- (a) words importing the singular number include the plural number, and vice versa;
- (b) the words “hereof”, “herein”, “hereon” and “hereunder” and words of a similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (c) the headings to the clauses hereof shall not be deemed to be a part thereof or be taken in consideration in the interpretation or construction thereof or of this Agreement;
- (d) references herein to clauses, schedules and appendices are references to Clauses of and Schedules and Appendices to this Agreement;
- (e) references herein to documents include variations and replacements thereof and supplements thereto;
- (f) references herein to statutes and other legislation include re-enactments and amendments thereof and include any subordinate legislation made under any such statute;
- (g) references herein to a Party include its permitted assigns and transferees, and its successors-in-title and personal representatives; and
- (h) any undertaking by a Party to do or not to do an act shall be deemed to include an obligation to ensure that such act be done or not be done nor permitted or suffered, as the case may be, by any person acting for the Party or by any other person (appearing to the reasonable belief of the other Party) to have ostensible authority to act for the Party and any failure by any such persons to comply with its obligations under this Agreement shall be deemed to be a breach of the obligations of this Agreement by the Party.

2. Affiliate’s Obligations

2.1. Subject to the terms and conditions of this Agreement, the Affiliate hereby agrees, represents and/or undertakes to the Company that it shall: -

- (a) provide accurate personal information in Application Form including a bank account detail.
- (b) promote at least one Nuuha Beauty’s product per month and to create, publish and distribute, in electronic form, the Affiliate Content for the duration of the Term of this Agreement;
- (c) host live sessions on any Platforms to promote and sell Nuuha Beauty products, provided that the Affiliate selling Nuuha Beauty's products directly from Nuuha Beauty HQ.
- (d) agree to abide by all pricing structures established by the Company.
- (e) assist the Company to address and resolve inquiries of the Customers (if applicable);

- (f) attend diligently and promptly to any inquiries from the Company in relation to the promotion, advertising and sale of the Products;
- (g) not subcontract or delegate any of its obligations under this Agreement to a third party unless authorised by the Company in writing;
- (h) ensure the standard and quality of the Affiliate Content shall at all times be in accordance with and comply with descriptions published on the Platform or provided to the Company;
- (i) ensure the consistency in promoting products to their social media platforms.
- (j) make all reasonable efforts to ensure that its obligations under this Agreement are performed in a timely and efficient manner;
- (k) not be involved in any criminal matters or matter that will taint the reputation of the Company and Affiliate's image;
- (l) ensure that it obtains, procures, and secures any and all permits, permissions, licences, authorities and consent from any and all authorities, regulatory and/or licensing bodies as may be applicable and/or necessary to ensure the due performance of its obligations hereunder; and
- (m) reasonably cooperate with the Company to affect the items contemplated above.

2.2 However, if the Affiliate does not make any sales other than the sales attributed by the Company for a period of 6 months in the current calendar year, the Company has the right to terminate the contract.

3. Company's Obligations and Rights

3.1. Subject to the terms and conditions of this Agreement, the Company hereby agrees, represents, warrants and/or undertakes to the Affiliate that it shall: -

- (a) allow the use of the Platform to manage the purchase and orders by the Customers;
- (b) gradually add new features in Nuuha Beauty for better user experience;
- (c) attend to the Affiliate's inquiries relating to products, customers service etc; (e) provide marketing content to assist the Affiliate;
- (d) provide for a one-time 15% off discount on the first purchase of full-size Nuuha Beauty products for Affiliates. All products can be purchased by Affiliates through the Company's Affiliate Officer manually.

3.2. The services provided through the Platform is provided on a "best effort" basis. The Company does not guarantee that the Affiliate will be able to generate any sales of the Products through the Platform.

3.3. The Company has the right to administer Affiliate's Platform and account in good faith.

- 3.4. **Marketing Materials:** Affiliates are encouraged to create their marketing materials, subject to the requirement of watermarking to protect copyrights and prevent unauthorized use.
- 3.5. **Information Accuracy:** All information provided by Affiliates regarding products and skincare tips must be accurate. The Company reserves the right to request the removal of inaccurate information from any Platform.
- 3.6. **Image and Information Credits:** If Affiliates use images or information from customers, bloggers, or influencers, proper credit must be attributed to the original source. Altering, removing, or adding watermarks to original images is strictly prohibited.

4. Payment

- 4.1. In return of the performance of the Affiliate's services herein, the Company shall pay the Affiliate, the commission generated for each successful transaction by a Customer on the Platform. For avoidance of doubt, a transaction is considered as successful once a Customer makes payment and receive the Product in good condition.
- 4.2. The commission structure is tailored to the amount of sales, and it varies accordingly. Initially, you'll receive a 7% commission for each product sold. However, once your monthly sales reach RM5000 or more, your commission will increase to 15%.

Here's how the commission distribution works for TikTok Affiliates and Website Affiliates:

- **TikTok Affiliates:** TikTok will transfer 7% of the commission directly to you. If you achieve RM5000 monthly sales, the remaining 8% commission will be transferred by NUUHA HQ to your account once a month.
- **Website Affiliates:** For those affiliated with our website, you will receive 100% of the commission payment directly from NUUHA HQ. There's no intermediary transfer involved in this case.

- 4.4. Commission to be paid to the bank account details provided within 7-14 business days after the last date of the month.
- 4.5. The Company is entitled to deduct the commission in the event a Customer successfully initiated a refund.

5. Inventory Management

- 1.1. The Affiliate shall not be permitted to hold or accumulate inventory for the purpose of selling products on behalf of Nuuha Beauty HQ. The Company is responsible for maintaining quality control.

- 1.2. **Cash on Delivery:** The Affiliate shall not engage in Cash on Delivery (COD) services. All deliveries shall be exclusively managed by Nuuha Beauty HQ.
- 1.3. **Product Integrity:** The Affiliate shall not create or distribute any form of "trial" or "decant" products for any of Nuuha Beauty's products.

5. Intellectual Property Rights

- 5.1. All intellectual property rights, including patents, copyrights, trademarks, service marks, trade secrets and all other proprietary rights whatever in or related or ancillary to any information provided by a Party to the other Party shall remain vested in and be the absolute property of the first mentioned Party.
- 5.2. The Affiliate shall grant to the Company the exclusive, perpetual, irrevocable, worldwide and royalty free right to use, market and modify all things done or produced by the Affiliate for the purposes of fulfilling the Company's obligations, without any obligation of the Company to obtain the Affiliate's consent.
- 5.3. It warrants that it owns all copyright within the context of Affiliate Content, or if it is not the owner, that it has permission to use the Affiliate Content, and that it has the right to display and reproduce the Affiliate Content via the Platform.
- 5.4. Notwithstanding anything in this Agreement, any intellectual property rights vesting in a Party (or third party) prior to this Agreement or as otherwise generated outside the performance of the Services under this Agreement shall remain vested in the relevant Party or third party.

6. Warranties

- 6.1. The Affiliate hereby undertakes, represents and warrants to the Company that: -
 - (a) it has the power and authority to enter into and perform its obligations under this Agreement;
 - (b) it has full power and authority to execute and deliver this Agreement, and to perform its obligations and that this Agreement is valid and legally binding, enforceable against it in accordance with its terms and conditions laid out in this Agreement
 - (c) the execution and delivery of, and the performance by it of its obligations under this Agreement shall not: -

- (i) result in a breach of its constitutive documents and do not infringe, or constitute a default under, any instrument, contract, document or agreement to which it is a party or by which it or its assets are bound; and/or
- (ii) result in a breach of any law, rule, regulation, ordinance, order, judgement or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council) to which it is subject to or by which it or its assets are bound;
- (d) the Affiliate Content provided to the Company is accurate, complete and upto-date, and that it does not violate any Malaysian law or regulation; and
- (e) it has all the rights necessary to perform its obligations under this Agreement and that no third party has or is entitled to claim any intellectual property right or interest in any Affiliate Content or any deliverables, documents or materials arising from the Affiliate's performance of its obligations.
- (f) It has the full knowledge and agree to any new features added by the Company.

7. Confidentiality

Private and Confidential: All interactions and communications between the Company and the Affiliate shall be considered private and confidential.

7.1. Either Parties will not, during the term of this Agreement without limitation of time, and without the prior written approval of the Company (such approval not to be unreasonably withheld), use for its own benefit or for the benefit of any other person, firm, company or organisation or directly or indirectly divulge or disclose to any person any Confidential Information which has come, or may come, to the Affiliate's knowledge during or in connection with this appointment.

7.2. Each Party hereby undertakes: -

- (a) to keep and treat as private and confidential and to procure that its employees, agents and sub-contractors keep secret and treat as confidential all of the Confidential Information and all other information, documentation and advice supplied by the other Party pursuant to the terms of, or in the course of performance of, this Agreement; and
- (b) not to use any of the Confidential Information or any other information and documentation except as permitted by this Agreement.

7.3. Each Party undertakes to the other Party that it shall disclose information, documentation and materials which it is obliged to keep secret and treat as confidential under this Clause only to such of its officer, employees, agents, contractors or representatives as:-

- (a) need to know the same for the implementation of this Agreement in accordance with its terms and for the exercise of their respective rights and the performance of their respective obligations under this Agreement; and
- (b) are bound to their employer by written confidentiality undertakings which extend to all confidential information disclosed to their employer by the other Party to this Agreement.

7.4. The obligations under this Clause 7 shall remain in force at all times during the continuance of this Agreement and after its termination without limit as to time but shall not extend to any information which the Party to whom the same is disclosed (“**Recipient**”):-

- (a) is in the public domain or has ceased to be secret in the country where it is to be disclosed (otherwise than as a result of a disclosure by the recipient or any of its officers, employees, agents, contractors or representatives);
- (b) is required to be disclosed pursuant to any order of a Court of competent jurisdiction, but only for the purpose of such disclosure and to the extent required so to be disclosed;
- (c) is required to be disclosed pursuant to any statute, laws, regulation or ordinance, but only for the purpose of such disclosure and to the extent required so to be disclosed;
- (d) which the Recipient is able by documentary evidence to demonstrate to the reasonable satisfaction of the disclosing Party was (at the time the Recipient such documentation, information, Improvements, advice or materials from the disclosing Party) already in the possession of the recipient free from any obligation of confidentiality and has not been acquired by the Recipient in breach of any obligation of confidentiality; or
- (e) has been disclosed to the Recipient under an express written statement that it is not confidential.

7.5. Each Party undertakes to take all such security measures for the protection of the information, documentation and materials of the other Party which it is obliged by this Clause 7 to keep secret and treat as private and confidential as it takes for the protection of its own confidential or proprietary information, documentation and materials.

7.6. The Parties agree to allow each other to issue any announcements or individual press releases announcing the relationship initiated or continued hereunder and as appropriate to cooperate in other joint promotional opportunities and announcements.

7.7. The confidentiality provisions herein shall remain in full force and effect after the termination or expiry of this Agreement.

8. Personal Data

8.1. All Personal Data of the Customers collected via the Platform shall belong to the Company. The Affiliate has the limited right to access to the said personal data solely for the purpose of providing the Products pursuant to this Agreement.

8.2. In respect of Personal Data, the Affiliate agrees and warrants that it shall: -

- (a) observe and comply with the provisions of the Personal Data Protection Act 2010 (“**PDPA**”) as amended from time to time;
- (b) comply with any request made or direction given by the Company in connection with the requirements of the PDPA;
- (c) not do or permit anything to be done which might jeopardise or contravene the terms of any registration, notification or authorisation effected, issued or given under the PDPA which the Company or any of its subsidiaries are bound to comply with;
- (d) not process any Personal Data in fulfilling its obligations under this Agreement unless it is acting on the express instructions of the Company and such Personal Data shall be treated as Confidential Information of the Company for the purpose of this Agreement;
- (e) use Personal Data which has been obtained by or made available through or made available to the Company only for the purposes of fulfilling its obligations under this Agreement and comply with the instructions of the Company from time to time in connection with use of such Personal Data and not retain Personal Data for any longer than is necessary for the purposes;
- (f) not disclose Personal Data which has been obtained by or made available through or made available to the Company without the written authority of the Company and immediately notify the Company as soon as it becomes aware that a disclosure of Personal Data may be required by law, and where there is a transfer of Personal Data, maintain a list of disclosure to third parties as required under the PDPA;
- (g) not transfer Personal Data which has been obtained by or made available through or made available to the Company within Malaysia or outside Malaysia, or allow persons outside Malaysia to have access to it, without the prior written approval of the Company;
- (h) take practical steps to ensure the security of the Personal Data which has been obtained by or made available through or made available to the Company and consider all suggestions by the Company to ensure that the level of protection provided for such Personal Data is in accordance with this Agreement and make the changes suggested (at the Affiliate’s cost) unless the Affiliate can prove to the Company’s reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this clause; and

- (i) immediately notify the Company when it becomes aware of a breach of this clause.

8.3. The Affiliate acknowledges that any unauthorised access, destruction, alteration, addition or impediment to access or use of that Personal Data when stored in any computer, or the publication or communication of such Personal Data or any part thereof, may be considered as a criminal offence and shall be liable to criminal prosecutions.

9. Force Majeure

No delay or failure of performance by either Party of its obligations hereunder (except the obligation to pay money) shall be deemed to be a breach of or default under this Agreement nor give rise to any claim by the other Party hereto if and so long as such delay or failure is occasioned by or in consequence of any acts of God, strikes, lockouts, or other labour disputes, utility outages or interruptions, system transmission failure, server failure, pandemic, the order or direction of any court or other authorities having jurisdiction, and any other cause or circumstances whether of the kind herein enumerated or otherwise which is not within the reasonable control of the Party invoking this Clause 9, and not the result of its negligence or lack of due diligence.

10. Suspension or Termination

10.1. The Company reserves the right to suspend or terminate this Agreement immediately without any written notice if: -

- (a) it receives serious complaint(s) about Affiliate's conduct and behaviour.
- (b) the Affiliate is suspected or is found to have misused Personal Data of the Customers, which includes, but not limited to, spamming, cold calling and unauthorised transfer of such Personal Data;
- (c) the Affiliate breaches of any of the terms and conditions of the Platform; or
- (d) the Company no longer has the Platform or the Platform no longer operates for whatsoever reasons.
- (e) in the event that an Affiliate's conduct results in a negative image or tarnishes the reputation of Nuuha Beauty HQ, the Company reserves the right to impose fines, immediately revoke Affiliate qualifications or status, and/or pursue further legal actions.

10.2. Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party.

10.3. Without prejudice to any right or remedy a Party may have against the other for breach or non-performance of this Agreement, either Party may at any time give a notice in

writing to the other to terminate this Agreement immediately if any one of the following events shall occur: -

- (a) if any Party shall fail to observe or perform any of its obligations herein and shall fail to remedy such breach (if capable of being remedied) within thirty (30) days after written notice thereof to the defaulting Party by the non-defaulting Party specifying the nature of the breach;
- (b) if any Party shall become insolvent or is wound up or shall go into liquidation whether compulsorily or voluntarily except for the purpose of a bona fide amalgamation or reconstruction with the consent of the Party;
- (c) if any Party shall have a receiver appointed over any of its assets or undertaking;
- (d) if any distress execution, sequestration or other process shall be issued against any property of the defaulting Party and is not settled within thirty (30) days thereof;
- (e) if any Party shall cease or threaten to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation with the consent of the other Party; or
- (f) if any Party shall infringe or violate any law or regulation pertaining to the use of the Services and that Party shall fail to remedy the infringement or violation within the time frame stipulated by the relevant authority.

10.4. Upon expiration or early termination of this Agreement in accordance with the provisions of this Agreement: -

- (a) it shall not affect any rights that have accrued to the Parties hereto either prior to the expiration or early termination of this Agreement;
- (b) if elected by any Party, within thirty (30) days after such expiration or termination, each Party shall return all Confidential Information of the other Party (if any) in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirements.

11. Limitation of Liability

11.1. The Company shall not be liable for without limitation, any and all damage, loss, liability, cost, charge, expense, outgoing or payment (whether direct, indirect, consequential or incidental) (“**Loss**”), including but not limited to injury to reputation, loss of goodwill and loss of business opportunity, incurred as a result of or in connection with any periodic downtime for maintenance, backup, acts of God, inefficiencies or malfunctioning resulting from the use of the internet and other circumstances beyond

its control or which are a normal part of the internal business, except in the case of wilful misconduct and gross negligence attributable to the Company.

11.2. The Company does not represent or warrant that: -

- (a) access to the Platform or any part of it, will be uninterrupted, reliable or faultfree;
- (b) the Platform or any of its contents will be accurate, complete or reliable.

12. Entire Agreement

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings between the Parties with respect to the subject matter hereof whether such be written or oral. This Agreement shall not be altered, changed, supplemented, or amended except by written instruments signed by the Parties hereto.

13. Relationship of Parties

The Parties shall perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to give either Party the power to direct or control the daily activities of the other Party, or to constitute the Parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking.

14. Assignment

All rights and obligations hereunder are personal to the Parties and each Party shall not assign any such rights and obligations to any third party without the prior consent in writing of the other. Where such consent is given, the Party which is the assignor shall procure that such third-party covenants with the other Parties to be bound by the terms of this Agreement as if it had been a Party hereto in place of the assignor.

15. No Waiver

No failure by any Party hereto to exercise and no delay by any Party hereto in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise by any Party hereto of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy by such Party. The rights and remedies herein are in addition to any rights or remedies provided by law.

16. Severance

Any one or more clauses, stipulations or provisions in this Agreement, or any part thereof, which is declared or adjudicated to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.

17. Notices

18.1. Save as otherwise provided in this Agreement or mutually agreed otherwise by the Parties in writing, any notice, demand or other communication (“**Notice**”) to be given by any Party under, or in connection with, this Agreement shall be in writing in the English or Bahasa Malaysia language.

18.2. Any such Notice shall be served by delivering it by hand to the physical address or sending it via electronic mail to the email address and in each case marked for the attention of the person (if any) as set out in **Clause 18.4** (or as otherwise notified from time to time in accordance with the provisions of this **Clause** Error! Reference source not found.).

18.3. Any Notice so served by hand or electronic mail shall be deemed to have been duly given or made when such Notice is delivered by hand or at the time of transmission, provided that in each case where receipt occurs after 6pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day.

18.4. The details of the Parties are as follows: -

If to the Company: Address : No. 14-1, Jalan Pinggiran Putra 4A, Desa Pinggiran
Putra, Sungai Merab, 43650 Bangi,
Selangor

Email address : nuuhaaffiliate@gmail.com

If to the Affiliate: Address : As per the Application Form

Email address : As per the Application Form

18.5. A Party may notify the other Parties to this Agreement of a change to its name, relevant addressee, address or email address for the purposes of this Clause **18**, provided that such notice shall only be effective on: -

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

18.6. In proving service, it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered to the address shown thereon, or that the electronic mail was sent and a receipt confirmation was received, as the case may be.

18. GOVERNING LAW

19.1. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

19.2. The Parties agree that the courts of Malaysia shall have jurisdiction to hear and determine any action or proceeding arising out of or in connection with this Agreement and for that purpose, the Parties irrevocably submit to the non-exclusive jurisdiction of such courts.

19. MISCELLANEOUS

20.1. This Agreement shall be governed, construed, and enforced in accordance with and subject to the laws of Malaysia, without regard for its conflict of law provisions. The Recitals at the beginning of this Agreement are covenants of the parties and are a material part of this Agreement.

20.2. The individuals whose signatures appear below each warrant that they are duly authorised to sign this Agreement on behalf of the party whose name appears above their signature. Each party represents and warrants that they have read this Agreement and fully understand its provisions.

20.3. Any amendments or variations to this Agreement by either Parties shall be valid only upon the mutual agreement of the Parties in writing.

20.4. Time wherever mentioned shall be deemed to be of the essence of this Agreement.

20.5. This Agreement will be confidential between the Parties, and the existence of this Agreement will not be disclosed by either party to any third party (other than accountants and/or legal advisors of the Parties, who have a legitimate need to know,

and who are bound by similar obligations of nondisclosure relative to this Agreement), except to the extent required by law or regulation.

- 20.6. Any terms, conditions, stipulations, provisions, covenants or undertakings of this Agreement which is illegal, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
- 20.7. The provisions of this Agreement, which by their nature survive termination, shall so survive any termination hereunder, including any obligation to make payment under the terms of this Agreement.
- 20.8. This Agreement contains the entire agreement of the Parties with respect to the subject matter thereof and supersedes and cancels all previous negotiations, agreements or commitments by the Parties whether oral or written. This Agreement may be executed in counterparts, and each shall constitute one instrument.

By signing below, I hereby acknowledge that I have read, understand, and agree to the terms of this contract.

.....

Name:

I/C number:

Date:

.....

Name: SYAZWANI BINTI
ABDUL SAMAD

I/C number:

Date: