



Strictly Private & Confidential

MUTUAL REFERRAL AGREEMENT

1. AGREEMENT

- 1.1 This Agreement is made and entered into as of this date 26 October 2023, by and between PT Jawara Edukasi Indonesia ("the Company" or "ALL-in Eduspace"), a limited liability company domiciled in Jl. Jeruk Kembar Blok Q9 No. 15, Srengseng, Kembangan, Jakarta Barat, Indonesia, and Singapore Indonesia Education Solutions ("the Partner" or "Brainy Smarts") whose principal business address is at 107 North Bridge Road #07-21 Funan Mall Singapore 179105 (collectively the "Parties" and each a "Party").
- 1.2 ALL-in Eduspace is an independent education consulting firm, and Referring Partner is a Brainy Smarts ("Referring Partner Services").
- 1.3 Both Parties desire the opportunity to refer potential client leads ("Prospect") to utilize each Parties' programs/services, and both Parties are willing to compensate for such services as outlined below.

2. MUTUAL REFERRAL RELATIONSHIP

- 2.1 This Agreement does not grant exclusive rights to either Party to act as referrer on behalf of the other Party, and neither Party shall have any rights under any other agreements entered into with other persons referring business to the Parties. The Parties are not restricted from appointing other referring partners or sales representatives for their Services.
- 2.2 Throughout the term of this Agreement, each Party may, in its sole discretion, endorse and promote the other and its Services and may, but shall not be obligated to, refer and forward Prospect to the other Party.
- 2.3 Introductions of Prospect may be by email, instant messaging services, telephone conference call and/or by an in-person meeting, based upon the Parties' mutual agreement from time to time.
- 2.4 The Parties represent to each other that, with regard to each Prospect referred hereunder, the Party referring the Prospect (a) has the authority to make the referral, (b) is not an employee, director, officer, shareholder, partner or member of the Prospect.

3. ELIGIBILITY TO RECEIVE REFERRAL FEES

- 3.1 As long as this Agreement is in effect, each Party that receives a referral of a Prospect from the other Party shall pay the referring Party a referral fee if the Prospect engages in the Party

programs/services within 60 days, since the day when communication commenced between the Party and the Prospect ("Successful Referral").

3.2 In order for a Party to be entitled to receive the referral fee:

- a) The Party making the referral must have had direct personal contact with the Prospect and directly endorsed and recommended the Services of the Party to which the Prospect has been referred,
- b) Both Parties must have acknowledged to each other via email or in another writing that the Prospect will be considered a referred Prospect under this Agreement and the Prospect must not already be an "Active Lead/Prospect" and must not have already or previously been referred by someone else. In the event that a Prospect is an Active Lead/Prospect, the Party to which the referral is made shall notify the referring Party within 48 hours, failing which, the Active Lead/Prospect will be legitimately counted as a new Prospect. An "Active Lead/Prospect" shall mean any person or organization that has been contacted regarding the Services by the Party to which the referral is made.

4. PAYMENT TERMS AND CONSIDERATIONS

4.1 Each Party agrees to perform their specific Services solely for their clients. Each Party shall have no responsibility for the delivery of Services and/or collection of money to the referred sponsors, members or clients.

4.2 Referral fees from Successful Referral with the following scheme for Services paid by a client as set out in Article 3 ("Referral Fees"):

a) Enrolled in ALL-in Eduspace's programs:

Program Name	%Referral Fee
<i>Admission Mentoring</i>	2,5%
<i>SAT/ACT Preparation</i>	5%
<i>Career Exploration</i>	3,5%

b) Enrolled in any Brainy Smarts Tutor's program: IDR 1.500.000 per successful prospect

4.3 Referral Fees shall be paid within 15 days upon receiving monies from a referred client.

5. COVENANT

5.1 Both Parties hereby acknowledge the following: (i) business shall be conducted in a manner that reflects favorably at all times on the services, the good name, goodwill and reputation of both Parties; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to either Party; (iii) make no false or misleading representations with regard to either Party's services; (iv) not publish

or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to either Party's Services.

- 5.2 Each Party understands and agrees to register the name of the potential client with each other in order to be entitled to Referral Fees discussed in this Agreement. Failure to register the potential client might result in misallocation of the Referral Fees.

6. CONFIDENTIALITY

- 6.1 In providing the services under this Agreement, Referring Partner and ALL-in Eduspace will be privy to non-public, proprietary Confidential Information. Said Confidential Information shall include, but not be limited to, trade secrets, know how, inventions, technologies, processes, software programs, algorithms, designs, contracts, client lists, financial information, proprietary techniques, procedures, product plans, sales and marketing plans, source codes and business information. Confidential Information shall be treated by the receiving Party as if it were that Party's Confidential Information. It is agreed that both Parties will not use any Confidential Information and will take reasonable precautions to prevent any form of communication, disclosure, and/or availability of said Confidential Information by its directors, employees, subsidiaries, representatives, and significant others. Confidential Information shall not include information that is (a) already known by, or rightfully available to the Parties herein by sources not related to this Agreement; or (b) available to the public.
- 6.2 Both Parties covenant not to reveal to any third Party the terms of this Agreement.

7. BREACH AND DISPUTE RESOLUTION

- 7.1 In the event that Referring Partner is in breach of its obligations under any section of this Agreement, and such breach remains un-remedied by Referring Partner, then ALL-in Eduspace shall have the right to terminate its relationship with Referring Partner. Referring Partner shall then return to ALL-in Eduspace all Confidential Information it has received from ALL-in Eduspace under this Agreement and immediately advise ALL-in Eduspace of the status of Prospect. Further, Referring Partner shall still be bound by the confidentiality terms in Article 6.
- 7.2 In the event that ALL-in Eduspace is in breach of its obligations under any section of this Agreement, and such breach remains un-remedied by ALL-in Eduspace, then Referring Partner shall have the right to terminate its relationship with ALL-in Eduspace. ALL-in Eduspace shall then return to Referring Partner all Confidential Information it has received from Referring Partner under this Agreement and immediately advise Referring Partner of the status of Prospect. Further, ALL-in Eduspace shall still be bound by the confidentiality terms in Article 6.
- 7.3 If a dispute arises between Referring Partner and ALL-in Eduspace, both Parties agree to engage in consensual discussions and mediation as the first step to resolve the dispute, before escalating the dispute to litigation.

8. INTELLECTUAL PROPERTY

- 8.1 Each Party retains ownership rights in and to its own intellectual property, including, without limitation, its trademarks, service marks, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively "Intellectual Property"). The Parties agree to sign any document as reasonably required by the other to effect protection of any such property.
- 8.2 During the term of this Agreement, either Party may use the other Party's name as a company partner and may reference this Agreement in news releases, articles, brochures, marketing materials, websites, advertisements and other publicity or promotions, subject to the other Party's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

9. TERM AND TERMINATION

- 9.1 **Term.** This Agreement shall be effective as of 1 November 2023 and shall continue for a period of one (1) year from the effective date, unless terminated earlier, pursuant to the terms of this Agreement. The Agreement is subject to renewal as mutually agreed by both Parties.
- 9.2 Either Party shall have the right to terminate this Agreement if the other is in material breach of any term or condition of this Agreement and fails to remedy such breach as set forth in Article 7.
- 9.3 Either Party shall have the right to terminate this Agreement with a thirty (30) days notice to the other Party. In case of request of termination, both Parties will be obligated to continue to pay all remaining Referral Fees as scheduled.
- 9.4 **Responsibility upon Termination.** Upon termination of this Agreement, each Party shall return all Confidential Information it has received from the other Party under this Agreement and immediately advise each other of the status of Prospect.
- 9.5 **Default.** If either Party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination shall be effective immediately on receipt of the notice, or five days after mailing of the notice, whichever occurs first.
- 9.6 **Survival.** The provisions of this Contract relating to confidentiality, as of but not limited to the Articles 6 and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

10. GENERAL PROVISIONS

- 10.1 This Agreement contains the whole agreements of the Parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except in writing signed by both Parties.

10.2 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Indonesia.

10.3 If any of the provisions of this contract shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not be affected thereby.

10.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

PT Jawara Edukasi Indonesia

Singapore Indonesia Education Solution

A handwritten signature in black ink, appearing to read "N. Soepriatna", with a long horizontal line extending to the right.

Nicholas Soepriatna

Ivan Ngiow

Co-Founder and Chief Operating Officer

Co-Founder and CEO Brainy Smarts