

## **AFFILIATE AGREEMENT ON DISTRIBUTING COURSES ON EDUNETWORK**

### **PARTY A:**

#### **EDUNETWORK GLOBAL PTE LTD**

Address: 7 Temasek Boulevard #12-07 Suntec Tower One Singapore 038987

Uen: 201930856R

### **PARTY B:**

Full Name:

Date of birth:

Home Address:

ID Card Number:

Issue date:

Issue at:

Tel:

Country:

Both parties hereby agree to sign the Affiliate Agreement on Distributing Courses on Edunetwork (hereinafter called the "Agreement") with the terms and conditions as follows:

### **ARTICLE 1. DEFINITION**

1. **"Agreement"**: This document, including all Appendices and attached documents (if applicable).
2. **"EDUNETWORK"**: Party A's e-commerce website hosted at <https://edunetwork.global/>.
3. **"Multimedia lessons"**: Collections of the learning materials (including videos, slides, exercises, question banks, tests, etc.) which are digitalized and presented with images, animation, audio, and other media (if applicable).
4. **"Online courses"**: Multimedia lessons which have passed the quality inspection of Party A and are displayed on EDUNETWORK.
5. **"Affiliate Program for course distribution" or "Affiliate Program"**: A win-win partnership program to promote the sale of the online products on Edunetwork. Whereby, Party A is to provide Party B with the necessary Promotional Materials on Edunetwork platform, and Party B is to execute the advertisement and offer the online courses to the Customers.
6. **"Edunetwork platform"**: the online technological system that Party A provides to Party B to participate in the Affiliate Program. Through this

platform, Party B can access the information and promotional materials. Also, Both Parties can review the sales statistics and do a reconciliation.

7. **“Promotional Materials”**: Including and not limited to: Username and Password to access Edunetwork’s platform, marketing materials, terms and conditions of Edunetwork.
8. **“Service fee”**: The payout that Party B receives to perform services under this Agreement, determined by a formula and/or a fixed rate as agreed by the Parties in this Agreement.
9. **“Reconciliation”**: The reconciliation and confirmation between the Two Parties about the number of Order's transactions. The reconciliation can be done manually by Party A's staff or directly through the automatic inspection tool by Party A.

## **ARTICLE 2: AGREEMENT’S TERMS AND SCOPE**

1. Party A agrees to provide marketing affiliate links to Party B in order to promote the courses listed on Party A's website.
2. In the scope of this Agreement, Party A is not obliged to ensure that the Edunetwork website is free from error and/or technical interruption.
3. Party A agrees to pay commissions to Party B ranging from 60% to 80% depending on the development direction of the company.
4. Party A retains a percentage from each withdrawal of Party B to pay personal income tax in accordance with the law that each country requires.
5. The payment term is from 2 to 7 working days depending on each country.

## **ARTICLE 3: RIGHTS AND OBLIGATIONS OF PARTY A**

1. Actively deploy the services on Edunetwork and related activities necessary for the performance of Party B, as well as have full authority to decide on suitable forms to perform the services under this Agreement.
2. Supervise to determine that Party B performs the services according to this Contract.
3. Have the right to refuse to pay a part or all of the Service Fee and terminate the Agreement with Party B immediately if Party B is found to violate the terms and obligations of Party A.
4. Is fully exempted from liability for any advertising fraud of Party B.
5. In the case through monitoring, Party A confirms that Party B has committed illegal advertising activities and/or similar activities (hereinafter referred to as "Prohibited Advertising Activities") according

- to regulations, and adversely affected the reputation and image of Party A, Party A has the right to refuse to pay a part or all of the service fee.
6. Request for Party B's cooperation to resolve conflicts arising with the Customers and/or any other third party during the performance of the services under this Agreement.
  7. Fully implement the services specified in this Agreement.
  8. Support and answer the inquiries of Party B about the products and policies of Party A.
  9. Provide and support Party B with images, banners, videos, and slides (if any) of the courses.
  10. Ensure the reconciliation term, support Party B in checking and complete the full payment to Party B in accordance with regulations.

#### **ARTICLE 4: RIGHTS AND OBLIGATIONS OF PARTY B**

1. Have the right to request Party A to provide the product information, policies, to reconcile orders and sales, to be paid in accordance with the Agreement.
2. Access to the order statistics and reports on the Platform to track sales, accrued Service Fees and other information displayed on Edunetwork.
3. Use promotional materials other than the promotional materials available on Party A's platform to suit the Customer, ensure the best performance, and guarantee that the advertisements used by Party B do not carry frauds, violate customs, practices and applicable laws.
4. Choose the advertising methods that ensure both effectiveness and accuracy, do not offend the users or adversely affect Party A's brand.
5. Do not advertise false information, not aligning with the courses of Party A.
6. Ensure all advertising and sales activities as prescribed in this Agreement are: no fraud, no deception, and no violation of customs and laws, as well as affecting the brand of Party A, no violation, directly or indirectly, of the ownership of a third party both inside and outside the country, or of any other right, even though they have not met any special conditions to be protected by law.
7. Do not use any interfaces, images, graphics and/or any other content from Edunetwork without the prior consent of Party A. Party B must not create a deception that the website or advertising platform by Party B is a project of Party A or that Party B's website is related to Edunetwork, except the cooperation relationship under this Agreement.
8. In case Party A is complained or sued by a third party due to the fault of Party B, Party B must coordinate with Party A to resolve any arising

conflicts, and be responsible for providing all necessary information as requested by Party A. At the same time, Party B has the responsibility to compensate for all costs incurred for the settlement of these complaints, including but not limited to attorneys' fees, court fees, evidence collection fees, and the compensations that Party A must pay (if any) and other damages and disadvantages affecting Party A.

9. Do not use advertising emails to perform services in this Agreement without Party A's prior written approval.

***If Party B is found to violate one of the conditions in this agreement, Party A has the right to terminate the agreement, immediately close Party B's account and refuse to pay the Service Fee in the month when the violation occurs.***

#### **ARTICLE 5: MANAGEMENT OF ACCOUNT AND PASSWORD**

1. Party B is fully responsible for the use and management of the Username and Password provided by Party A on the Edunetwork Platform.
2. Party B will not allow any third party to use the username and/or password mentioned above and may not lend, authorize or transfer the Username and/or password as a security or to benefit a third party.
3. In case the Services are exploited by using the Username and/or password provided to Party B, Party B is considered to have used the Services regardless of whether the above services have been done by a third party. Party B shall be responsible for any reason for the above-mentioned use.

#### **ARTICLE 6: PROHIBITED ACTIONS**

1. Use any tool or way to interfere with services, and courses in Edunetwork system.
2. Distribute or encourage the distribution, interfere and jeopardize the content of lessons on Edunetwork system. All detected violations will lead to account deletion and can be handled in accordance with the law on copyright infringement.
3. Using the same account: if detected to be used by more than 2 people, the account will be deleted immediately.
4. Insult or ridicule others in any form: disparaging, discriminating against religion, gender, or ethnicity.
5. Discuss political issues, religious discrimination, and ethnic discrimination.

6. Behaviors and attitudes that damage the reputation of products, services and courses of Edunetwork in any form or method.
7. Trade or transfer accounts and courses of Edunetwork. (Only course distribution under Affiliate program is allowed)
8. Impersonate Edunetwork affecting Edunetwork's reputation and causing confusion for students and partners by any method (using email address, website domain, or fanpage with the word 'Edunetwork', etc.)
9. Upon detecting the above-mentioned behaviors from your account, Edunetwork reserves the right to take away all related rights of the account (including account blocking) or provide the information you have provided when registering for the account to the authorities to be resolved in accordance with law.
10. Do not entice customers into buying courses with money or other valuable items such as scratch cards or physical products.
11. Do not run ads to defame other business units in order to entice users.
12. Do not give discounts by cutting commissions for Customers.
13. Do not exploit Edunetwork's brand to advertise products of other brands.

***If any of the above violations is detected, Party A will terminate the agreement, immediately close Party B's account and not pay the Service Fee to Party B if available in the account.***

#### **ARTICLE 7: PRIVACY POLICIES**

1. The two parties must keep this contract confidential and do not disclose it to any other third party, unless requested by an authorized Government Agency.
2. The parties must strictly comply with this Terms of Privacy even after the Agreement expires.

#### **ARTICLE 8: IMPLEMENTATION PROVISIONS**

1. The Agreement is valid for 12 months from the date of signing until the parties fulfil their obligations stated in the Agreement.
2. Any amendment or supplement to this Agreement is to made in written form with the understanding and signed agreement by both parties./.

**REPRESENTATIVE PARTY A**  
EDUNETWORK GLOBAL PTE LTD

**PARTY B**