

**ADVISOR TERMS AND CONDITIONS | 顾问条款和条件**

1. This Advisor Agreement is entered into between NEWLEAF PLANTATION BERHAD (1251569-U) having its principal place of business located at Suite E-7-1, Plaza Mont Kiara 2 Jalan Kiara, 50480 Kuala Lumpur, Malaysia (the “Company”) and ADVISOR, both of whom agree to be bound by this Agreement.
2. WHEREAS, the Company offers customers Durian Share-farming Programme.
3. WHEREAS, the Company and the Advisor desire to enter into an agreement whereby the Advisor will market and sell the Product according to the terms and conditions herein.
4. NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Advisor (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:
   1. ASSIGNMENT OF RIGHT. With certain limitations stated herein, the Company hereby authorizes the Advisor the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Agreement.
   2. The Advisor shall only market and offer for sale the products within the Territory, as defined in this Agreement.
   3. The Company reserves the right to add to or subtract from the list of Products authorized with notice to the Advisor.
   4. TERRITORY. The Advisor shall be authorized to market the Product internationally (the “Territory”).
   5. Nothing in this Agreement grants the Advisor the exclusive right to market the Products within the Territory.
5. TRADEMARK RIGHTS. The Advisor agrees and acknowledges the following with regard to the Company’s trademark:
   1. The Company is the sole and exclusive owner to all right, title and interest in “Newleaf Durian Share-farming Programme” or to any other trademarks associated with the Company (the “Company Trademarks”) which the Advisor may utilize in performing the services herein.
   2. The Company hereby grants to the Advisor 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.
6. ADVISOR RESPONSIBILITIES. In marketing and offering the Products for sale in the Territory, the Advisor shall:
   1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
   2. Maintain reasonable technical and practical knowledge with regard to the Products;
   3. Utilize promotional materials provided to the Advisor by the Company for the purpose of marketing and selling the Products;
   4. If requested by the Company, attend and participate in trade shows and conventions related to the Products;
   5. Promptly respond to all communications by customers and the Company regarding the Products;
   6. Reasonably assist the Company with regard to any and all collection matters as requested by the Company; and
   7. Prepare and maintain any reports and documentation, as requested by the Company.
7. COMMISSION. The Company shall pay to the Advisor commission based on all Net Product Sales from the Advisor’s efforts. “Net Product Sales” shall be defined as the amount of sales revenue from any sales made by the Advisor less any chargebacks, returns, or defaults by customers.
   1. The purchase of at least 1 tree is required to qualify as Advisor.
   2. Advisor is entitled to 8% commission for the sales of tree, herein referred as “Referral Commission”.
   3. Senior Advisor is entitled to 10% referral commission. Advisor is required to refer THREE (3) direct growers in order to entitle for Senior Advisor ranking. Senior Advisor will benefit from differential 2% commission on sales of tree from any Advisor within personal organization.
   4. Executive Advisor is entitled to 15% referral commission. Senior Advisor is required to refer TEN (10) direct growers and accumulate ONE HUNDRED (100) group tree sales in order to entitle for Executive Advisor ranking. Executive Advisor will benefit from differential 7% commission on sales of tree from any Advisors and 2% from any Senior Advisors within personal organization.
   5. Chief Advisor is entitled to 20% referral commission. Executive Advisor is required to refer TWENTY (20) direct growers and accumulate TWO HUNDRED (200) group tree sales in order to entitle for Chief Advisor ranking. Chief Advisor will benefit from differential 12% commission on sales of tree from any Advisors, 10% from any Senior Advisors, and 5% from any Executive Advisor within own organization.
   6. Referral commission is a one-off commission and calculated based on grower tree purchase price after any rebates and/or discounts.
   7. Payments shall be made to the Advisor on or before 15th of each month for the calendar month prior to the date such payment is made.
8. The Company shall pay to the Advisor commission based on Yield proceeds of the fruits of the trees received by clients from the Advisor’s efforts. “Yield” shall be defined as the amount of sales proceeds of the fruits of the trees less all the necessary costs and expenses, less thirty per centum (30%).
   1. Advisor is eligible for 3% of the yield received by direct referred grower, herein referred to as “Yield Matching Commission”.
   2. After successful referral of TWO (2) direct growers, advisor is eligible for 3% yield matching commission for yield received by grower referred by direct advisor.
   3. After successful referral of THREE (3) direct growers, advisor is eligible for 2% yield matching commission for yield received by grower referred by 2nd level advisor.
   4. After successful referral of FOUR (4) direct growers, advisor is eligible for 2% yield matching commission for yield received by grower referred by 3nd level advisor.
   5. Yield matching commission payments shall be made to the Advisor annually prior to the date such financial report has been announced.
9. Should the Parties terminate this Agreement for any reason, the Company shall pay the Advisor only for sales of the Products made prior to the termination date.
10. In the event that the Advisor 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 Advisor 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.
11. Payments shall be made to the Advisor on or before 15th of each month for the calendar month prior to the date such payment is made.
12. CONFIDENTIALITY. The Advisor 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.
13. Immediately upon termination of the relationship between the Company and the Advisor, the Advisor shall return to the Company any documents pertaining to the Company’s business or any of its trade secrets which are in the Advisor’s possession.
14. TERM AND TERMINATION. This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing.
15. Upon such termination, the Advisor 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.
16. INDEMNIFICATION. The Advisor 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 Advisor while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.
17. NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
18. APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of Malaysia and the Parties irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

**Advisor’s Signature**

Advisor’s Name :

Passport/NRIC/ :

Company No

Date :

**Referrer’s Signature**

Referrer’s Name :

Passport/NRIC/ :

Company No

Date :

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| **FOR OFFICE USE ONLY** |  |
| Remarks: | Verified By: |

