



CONSULTANT AGREEMENT

This Agreement Is between the following parties:

(1) _____ with
(NRIC / Co Registration No: _____)

(Hereinafter refer to as "Consultant) And.

(2) Quantum Bullion Exchange Board ("QBEB") and Quantum Metal Sdn Bhd and its Group of Companies

The parties hereby agree to following:

SCOPE OF WORK

- 1. Services.** QBEB engaged with the Consultant to provide services in connection with selling products of the Quantum Metal Sdn Bhd and its Group of Companies (**the "Company"**). The said product and services mainly include (i) Gold Storage Account (GSA), ii. Gold Convert Account (GCA), and iii. Gold Asset Enhance (GAE). Consultant may introduce and service existing and potential people to purchase, sell and deal with products provided by the Company and can continuously help to increase the sales of the products ethically and responsibly.
- 2. Confidentiality.** In order for the Consultant to perform the consulting services, it may be necessary for the Company to provide the Consultant with "Confidential Information" of the Company and/or QBEB regarding QBEB and the Company's business and products. The Consultant understand their responsibility towards QBEB and the Company in upholding integrity and prudent judgment when using the Confidential Information only in the best interests of the Company for hereon and moving forward even if the Consultant ceased to be engaged by QBEB for services.
- 3. Standard of Conduct.** In rendering consulting services under this Agreement, the Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use name, logo, IP, Trademarks, Proprietary Documents or Equipment of any parties, QBEB and the Company without the prior written permission being obtained from the said party.
- 4. Independent Contractor.** Consultant is an independent contractor and is not an employee, management, partner, or co-venturer of, or in any other service relationship



with, QBEB and the Company. The manner in which the Consultant's services are conducted shall be followed by the Requirements, Rules, Instructions, Code of Conduct and Business Ethics as issued by QBEB and/or the Company. Consultant is not authorized to speak for, represent, or obligate QBEB in any manner without the prior express written authorization from delegated officer, authorized person or board committee members of QBEB.

5. **Term.** This Agreement shall be effective from the date of this Agreement. Upon signing or; consented via electronic documents, the responsibility shall continue by the Consultant as form ethical commitment to the customer and people they served, past and present.
6. **Non-solicitation.** Solicitation to any business from QBEB and/or the Company's affiliated companies, clients, prospects, employees, or contractors shall not be allowed, and the Consultant shall be strictly prohibited from doing so. The Consultant shall not, directly, or indirectly, do any acts or attempt to perform any acts of recruitment, solicitation, or inducement to any of the Company's employees, or contractors to work for the competitors of QBEB and/or the Company.
7. **Disciplinary action.** The Company may take disciplinary action, published name and/or blacklist any Consultant's and their affiliated personnel, including but not limited to his/her development coach, referral, leader, and/or introducer whereby any the Prohibited Act or breaches as agreed has been committed. QBEB and the Company have the rights to impose any form of disciplinary action to the affected consultant and/or his/her affiliated member of the affected consultant, including of forfeiture, withhold and/or suspend the payment of commission or compensation due to the said Consultant and/or his affiliated member.
8. **Consultant's Responsibilities.** The Consultants shall be fully responsible, answerable, and liable for his/ hers / the entity's own action, conduct, representation in regard to compliance, ethics and integrity issues. The Consultant agree to undertake all damages caused to QBEB and/or the Company. QBEB and/or the Company shall not be held responsible for any third party's claims on damages or action caused by the conduct of the Consultants.
9. **Non-Competitive.** Consultant shall be prohibited and not engage with any sort of competitive activities and/or businesses that are or potentially have features that are in competition, rival and/or similar to that of QBEB, Quantum Metal Group of Companies and/or its affiliated parties, similar activities, agents and parties which QBEB are working with/for to develop its eco-system.



- A) The Consultant who is serving as independent contractor of service for QBEB (“working”) for the Company is prohibited from concurrently serving, engaging and/or working (full time, part time or in any capacity) with/for any organization, entities, parties that are carrying out business activities that are or have potential to be in conflict, in competition, similar to that of QBEB and /or its business affiliates, agents or the Company. The Non-Competitive shall carried on as perpetual unless a written consent is obtained from QBEB or the Company.
- B) The consultant is also prohibited from influencing, advising, leading, championing, convincing any of the members or potential members of QBEB or the Company’s client to leave, to harm, to defame or to join QBEB or the Company’s competitor.
10. **Compensation.** The Consultant if in breach of any of the terms of this agreement, if there are breach of the “Non-Competitive”, “Non-Solicitation” clauses, including any act that has caused harm, damage including potential loss of opportunities to QBEB and/or the Company, the Consultant shall be held liable to compensate QBEB and/or the Company.
11. **Termination.** QBEB may terminate this Agreement after notifying the Consultant with / without the need to provide any reason, the termination may even be automatic, if there are evidence **IF:** -
- (1) Consultant has breached any terms in this Agreement in any respect.
 - (2) Consultant has committed fraud, engaged in illegal activities, cheating, theft, misappropriation, or embezzlement, conduct that have serious negative impact to QBEB and the Company’s reputation, prospects and business;
 - (3) Consultant has engaged, solicited, offered or received any act of bribery and corrupt practices; or
 - (4) Consultant has breached the Code of Conduct and Ethics, serious disciplinary issues and does not comply with any laws and regulation especially in regard to Penal Code, Mis-selling, Anti Money Laundering (AML) and Personal Data Protection Act (PDPA).
 - (5) Consultant has engaged in activities that may be in conflict, in competition, may harm the QBEB and/or its affiliates, agents, members and/or not in the interest of QBEB and/or its affiliates.



I have read all of the above and fully understand the expectation and duties imposed on me in regard to my responsibilities to ensure that my conduct, representation is true and in good faith that it will not cause harm to QBEB, QM or anyone. **(Please tick)**

This is an electronic generated agreement that do not required manual signature, the consent of the Consultant is taken when he/she/the entity registered with QBEB/the Company, the agreement will be read, and to **be tick as agreed** electronically by the Consultant. The electronic copy will be shared with the Consultant, and it will be kept and maintained by QBEB / the Company in its database / record. Both parties intended this Agreement to be enforceable in the law of court in Malaysia. Signed copy of physical Agreement will also be accepted, please send the signed agreement in PDF FORMAT to these emails care@qbeb.org and admin@qbeb.org.

Please sign where applicable

As agreed by:

For Individual (Signature) _____

Name :

NRIC :

Date :

.....Or.....

As Agreed by:

For Business Entities (Signature) _____

Company Authorized Person Name :

Company Authorized Position :

Company Name :

Company Registration Number :

Date :