

CIKU Platform Engagement Letter

1. *General Nature of Assistance.* This project was referred to by **Netbusiness Interaction Sdn. Bhd** ("the Volunteer") for the engagement and/or subscription of an online advertising platform, also known as CIKU ("the project"), for product in the nature of Intellectual property and various other interests and rights including tangible assets ("the listing") related thereto.

1.1. The scope of the project is outlined as follows:

1.1.1. **Brand Exposure**

Marketing campaign will be conducted by the Volunteer for the project via various means in the Volunteer's discretion including but not limited to social media advertisement, Search Engine Optimization (SEO), Search Engine Marketing (SEM), and Social Media Influencers' posting and shout outs.

1.1.2. **Income Generating**

The project is a huge network database where users from various industry would enroll its intellectual property. This huge database of grapevine would generate income to its users both internally through the project users, and externally with general public access of the project platform.

1.1.3. **Consistence Advertising**

Subscribed users would enjoy consistent virtual advertisement provided by the project without the need to engage other advertising companies which in turn reduce the costs of advertisement for its users.

1.2. The engagement and/or subscription period for the project is **ONE (1) year** from the date of execution of this engagement letter, and may be renewed on an annual basis. The Client and the Volunteer may agree at a later time to extend representation to another matter. Any such extension will be the subject of a separate written agreement between the parties.

2. *Fees.* The Volunteer agrees to undertake this representation on a *pro bono* basis for the first annual year, which means that the Volunteer will not charge professional fees in connection with this matter for a period of **TWELVE (12) months** calculated from the execution date of this engagement letter. However, the Client agrees to assume responsibility for all agreed upon out-of-pocket expenses incurred after the aforesaid period expires. The following fees/expenses are anticipated:

2.1. Renewal fee in the amount of RM500 (6% SST exclusive) for the listing.

3. *The Client Responsibilities.* The Client agrees to cooperate fully with the Volunteer by:

3.1. Providing complete information or documents pertaining the listing that the Volunteer deems useful or necessary for the representation during the project;

3.2. Assisting the Volunteer in obtaining information and documents pertaining the listing from any other sources which the Volunteer deems useful or necessary for the representation during the project;

3.3. Promptly notifying the Volunteer of any changes in address, e-mail address, telephone number, or changes in the Client's situation which may impact the project; and

3.4. Maintaining regular contact with Volunteer as is necessary to complete the project.

4. *The Volunteer Responsibilities.* Volunteer will rely on the information and documents provide by the Client. Volunteer agrees to:

- 4.1. Keep the Client informed about the status of the project;
- 4.2. Keep all sensitive information provided by the client confidential unless authorized by the Client to disclose it unless otherwise compelled by any related laws or order of the Malaysia Court;
- 4.3. Consult with the Client before making any significant decisions about the project;
- 4.4. Return all original documents pertaining the listing that were furnished by Client; and
- 4.5. Maintain Client's file for **ONE (1) year** during the engagement and/or subscription period, and **TWO (2) months** upon expiration of the engagement and/or subscription period.

Volunteer cannot guarantee the success of any given matter, but will strive to represent Client's interests professionally and efficiently.

5. *Uses of Document by Others.* Client authorizes the use by the Volunteer of the documents drafted during the course of the project for use in assisting other clients. However, the Client may direct Volunteer to delete information in documents that client deems confidential.

6. *Discharge of the Volunteer.* The Volunteer understands that the Client may end this agreement at any time for any reason by notifying the Volunteer in writing. However, if the Client is dissatisfied about the way in which professional services are being provided by the Volunteer, the Client must first take his or her complaint or concern to the Volunteer.

7. *Withdrawal of Representation by the Volunteer.* Client understands that the Volunteer reserves the right to withdraw from representing the Client, after taking reasonable steps, including first giving client notice of intention to withdraw. Volunteer may withdraw, including removal of the listing from the project, if in his or her judgment:

- 7.1. The Client does not cooperate with Volunteer or, by Client's conduct, makes it unreasonably difficult for Volunteer to carry out the representation effectively or efficiently; or
- 7.2. The Client insists that Volunteer engage in conduct that is contrary to the judgment and advice of Volunteer or is contrary to law; or
- 7.3. Continued representation of Client would result in a violation of the rules of ethics and professional responsibility; or
- 7.4. The Client is no longer financially eligible for professional services free of charge because of a material change in Client's resources or alteration in the Client's objectives; and/or
- 7.5. The Client's failure of settlement to the annual renewal fees (Clause 3.1.) which is due and payable commencing the thirteenth (13th) month from the date of execution of this letter.

All representation shall cease and the listing shall be removed with immediate effect commencing the fifteenth (15th) month from the date of execution of this letter.

8. *Dispute Resolution.* Occasionally, The Volunteer and the Client may have disputes arising from their relationship. If this happens, upon request of either The Client or the Volunteer, the dispute will be resolved by a neutral facilitator, acceptable to both parties.

9. *Disclaimer of Liability.* The Volunteer will not be liable to the Client for any loss or damage whatsoever, whether direct or indirect, which arises in contract, tort, by statute or otherwise in connection with professional services including negative feedbacks and reviews obtained from public users of the project pertaining the listing save only to the extent that fraud or bad faith are applicable.

10. *Complete Agreement.* The Client has read this agreement in its entirety before signing it. The Client understands the terms of this agreement and agrees that it will apply throughout the course the project. This writing represents the entire agreement between the parties.