

DE ERA ASSOCIATE AGREEMENT

As used throughout these terms and conditions, “DE ERA” refers to De Era Holdings Sdn Bhd, “ASSOCIATE” refers to an affiliate of DE ERA, and “AGREEMENT” refers to the DE ERA Associate Agreement, and any other document incorporated by reference in the aforesaid. These documents, in their current form, may be amended by DE ERA at its sole discretion, constitute the entire contract between DE ERA and the ASSOCIATE. No other representation, promise, or AGREEMENT, shall be binding on the parties unless in writing and signed by an authorized officer of DE ERA.

GENERAL TERMS

1. This AGREEMENT commences once you have indicated your acceptance and processed your payment.
2. You cannot transfer this AGREEMENT to anyone else.
3. The AGREEMENT will be governed by and construed in accordance with the laws of Malaysia.

ELIGIBILITY

To become an ASSOCIATE, an applicant must be a Platinum or a Diamond Card holder. A Gold Card holder may become an ASSOCIATE by upgrading to a Platinum Card or a Diamond Card and paying the price difference between the types of membership card.

CODE OF CONDUCT

1. I will be honest and fair in my dealing as an ASSOCIATE.
2. I will conduct myself in a manner that will enhance my reputation and the positive reputation established DE ERA.
3. I will be courteous and respectful of every person I contact in the course of my independent activities.
4. I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the MEMBER and ASSOCIATES in my organization.
5. I will not misrepresent DE ERA products and services.
6. I will not engage in deceptive or illegal practices.
7. I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as an ASSOCIATE.

INDEPENDENT CONTRACTOR STATUS

An ASSOCIATE will not be treated as an employee for tax purposes. All ASSOCIATES are independent contractors. ASSOCIATES are not considered purchasers of a franchise, nor does the AGREEMENT between DE ERA and its ASSOCIATES create an employee/employer relationship, agency, partnership or joint venture. Each ASSOCIATE shall hold DE ERA harmless from any claims, damages or liabilities arising out of such ASSOCIATE's business practices. ASSOCIATES have no authority to bind DE ERA to any obligation.

NON COMPETITION

Each ASSOCIATE agrees not to compete with the protectable business interests of DE ERA by selling or promoting other competitive products or opportunities during the term of the AGREEMENT. ASSOCIATE acknowledges and recognizes these restrictions are necessary for DE ERA to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for DE ERA to protect such interests.

TERM OF AGREEMENT

The term of the AGREEMENT is one (1) year from the date of its acceptance by DE ERA. The validity of one (1) year is tied to the Privilege Card validity. ASSOCIATES must renew their AGREEMENT each year by paying their annual Membership Subscription Fee. ASSOCIATE may use their accumulated PV to pay the annual renewal fee. Renewal may commence three (3) months before the expiry date. If renewal is not made by the expiry date of the current term of the AGREEMENT, the AGREEMENT will be terminated. The membership will revert to that of an Ordinary Member.

TERMINATION

An ASSOCIATE may be terminated for violating any of the terms of the AGREEMENT. Notice of the termination, citing the reason(s) for the action shall be provided in writing to the ASSOCIATE and delivered either through postal or email.

Immediately upon termination, the ASSOCIATE:

1. Must cease representing himself or herself as an ASSOCIATE of DE ERA;
2. Loses all rights and position in the chronology and to all future commissions and earnings resulting there from.

DE ERA has the right to offset any amounts owed by an ASSOCIATE to DE ERA.

INDEMNITY

Each and every ASSOCIATE agrees to indemnify and hold harmless DE ERA, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the ASSOCIATE's (a) activities as an ASSOCIATE; (b) breach of the terms of the AGREEMENT.

ASSOCIATE COMMISSION

PAYMENT OF COMMISSION

Commission are paid on the sales of DE ERA products and services. The minimum amount of payment of commission is Three Hundred Ringgit (RM300.00) or as otherwise mandated by any country in which DE ERA operates. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds Three Hundred Ringgit (RM300.00). Payment of commission is made within fourteen (14) days after purchased is made.

Payment of commission shall be made by DE ERA.

POINT VALUE (PV)

A value assigned to a DE ERA product or service. PV is used to calculate discounts to MEMBERS and commission payable to ASSOCIATES. One (1) PV has a value of One (1) Ringgit.

LEVEL

The chronology of where MEMBERS are placed under the ASSOCIATE.

CHRONOLOGICAL COMMISSION

ASSOCIATES are paid based on the PV values of all products and services purchased by MEMBERS under his/her chronology.

Level 1: 20% PV of all MEMBERS in Level 1

Level 2: 10% PV of all MEMBERS in Level 2

MATCHING BONUS

When a MEMBER within an ASSOCIATE's first two levels in the chronology becomes an ASSOCIATE, the sponsoring ASSOCIATE will earn a Matching Bonus of 15% of the PV earned by the sponsored ASSOCIATE.