

Date: 19<sup>th</sup> August 2022

Ref: QBEB/Notice (8) (MS)/Consultant 19082022 (16)

To: Members, Consultants & Agency Leaders of Quantum Bullion Exchange Board ("QBEB")

**NOTICE TO MEMBERS OF QBEB  
NEW REQUIREMENTS WHEN MEMBERS UPGRADING TO CONSULTANTS &  
UNDERTAKING TO AGREE ON STIPULATED TERMS AS A CONSULTANT**

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QBEB is continuously looking into improving its standard of operation including strengthening of good conduct / practices amongst QBEB members towards for high standard of competency, in this regard, we would like to update all QBEB members that: -

With effective from **20 August 2022**, the New Requirements for Members to be qualified as a "Consultant" Level, it will include the following to be fulfilled by the individual: -

- (1) **Qualifying criteria is to be based solely on Gold Asset Enhancement Ten Times (GAE10X) product.** The Direct Sales based on GAE10X products during the qualifying must at a minimum, must have a total of US Dollar Seven Thousand Five Hundred (USD7,500.00) or an equivalent amount of Ringgit Malaysia of Thirty Thousand (MYR 30,000.00).

GAE5X product is to be excluded in the "Consultant Upgrading Requirement".

In this regard, apart from the aforesaid mentioned change, all other existing requirements remained.

- (2) **Please Notify Membership Care email at [care@qbeb.org](mailto:care@qbeb.org) within 1-3 working days in advance for application of upgrading to consultant.** This is to help processing, documentation, verification, and approval for the upgrading.

You will be required to agree on terms and condition as stipulated in the "Consultant Agreement".

- (3) Potential Onboarding Consultant must read, understand the "Consultant Agreement" With Terms and Conditions as per sample attached in **APPENDIX 1**, along with the below requirements: -

- a) Attend the required training provided/instructed by the QBEB.
- b) Complied with all requirements as instructed by QBEB/Quantum Metal.
- c) Complied with all ad hoc instruction, notice and rules set by QBEB.
- d) Uphold good and proper conduct, sales practices, integrity, accountability, and responsibility always, towards new members and clients.
- e) Do not misrepresent, misguide others with information, documents, logos, pictures, statements etc where such act can ruin or cause irreversible damage reputation of QBEB and Quantum Metal Group of Companies.



- f) Ensure all notification, letters, information issued from QBEB be read immediately and follow up action where necessary must be done.
- g) When in doubt, do not act hastily, consult, and seek advice before proceeding.

Failure to comply with any requirement set by QBEB, the consultants may be subjected to further action by QBEB and/or even compensate QBEB on damages / losses suffered.

We appreciate that members be guided by the above as we move forward with the new requirements, during the transition of improvisation phases, please be patience where we may need to sort out complex issues before implementation.

As a consultant you are obliged to always uphold high standard of integrity and practice responsible business ethics.

We will continue with appropriate engagement to support and guide all members and we hope all to take the initiatives to read up, to learn and to acquire adequate right knowledge, be accountable at all times when holding yourself out to be identified as "Consultants" of QBEB.

Thank you,

**QBEB MANAGEMENT**

## APPENDIX 1

### **CONSULTANT AGREEMENT DATED: DD MONTH YYYY**

This Agreement Is between the following parties:

- (1) \_\_\_\_\_ (NRIC / Co Registration No: \_\_\_\_\_)  
(Hereinafter refer to as "Consultant) And.
- (2) Quantum Bullion Exchange Board ("QBEB").

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 QBEB 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 QBEB and the Company.
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 as of the date of this Agreement. Upon signing or; consented via electronic documents it shall continue until it is terminated by the Consultant or QBEB or by mutually.

6. **Termination.** QBEB may terminate this Agreement for "Cause," after giving the Consultant written notice of the reason. Cause means: (1) Consultant has breached the 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).
7. **Non-solicitation.** Solicitation to any business from QBEB and/or the Company's client, 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.
8. **Disciplinary action.** QBEB may take disciplinary action against and blacklist any Consultant's Personnel including his/ her upline if any Prohibited Act has been committed. QBEB have the rights to impose any disciplinary action to consultant including of withhold or suspend the Consultant's commission by issuing the commission withhold notice.
9. **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.

*Note: 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 in exception situation*