

DATED THIS

2024

BETWEEN

JX MEDIA SDN BHD
(Company No. 202301046832 (1540746-A))

("Company")

AND

NAME
(NRIC No. / Passport No.: ---)

("Influencer")

INFLUENCER COLLABORATION AGREEMENT

Prepared By:

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THIS INFLUENCER COLLABORATION AGREEMENT (“AGREEMENT”) is made on the day and month and year stipulated in **Section 1 of the Schedule** hereto.

本艺人合作协议（以下简称“协议”）于附表第 1 节中所述的日期、月份和年份签订。

BETWEEN

之间

1. **JX MEDIA SDN BHD (Company No.: (202301046832 (1540746-A))**, a company incorporated under the laws of Malaysia and having its registered address at 12-2, Jalan SP 2/8, Taman Serdang Perdana, Sek 2, 43300 Seri Kembangan, Selangor, Malaysia (“**Company**”) of the one part;

JX MEDIA SDN BHD（公司注册号：202301046832（1540746-A）），一家根据马来西亚法律合法成立的公司，注册地址位为 12-2, Jalan SP 2/8, Taman Serdang Perdana, Sek 2, 43300 Seri Kembangan, Selangor, Malaysia（以下简称“公司”）；

AND

与

2. The party whose details are stated in **Section 2 of the Schedule** hereto (“**Influencer**”).

在附表第 2 节中列明姓名、身份证/护照号码和居住地址的一方（以下简称“艺人”）。

(In this Agreement, the Company and the Influencer are hereinafter collectively known as the “**Parties**” and individually as the “**Party**”)

（在本协议中，公司和艺人在下文中统称为“双方”，单独称为“一方”）

WHEREAS:

鉴于:

- A. The Company is principally involved in the business of conducting sales and marketing activity and campaign for potential streamer, key influence leader (KOL) or social media influencer to endorse and promote products and provide services through social media and/or other platforms (“**Services**”) as stipulated in the **Appendix** of this Agreement and the Services shall be performed at the location and/or other online platform stated in **Section 3 of the Schedule** hereto (“**Venue**”).

公司主要从事销售和营销活动，并为潜在的网络主播、关键影响领袖（KOL）或社交媒体艺人进行活动和宣传，以通过社交媒体和/或其他平台推广产品，并提供服务（以下简称“服务”），如本协议附件所规定，并且服务应在本协议附表第 3 节所述的地点和/或其他在线平台上执行（以下简称“场所”）。

- B. The Influencer is desirous to be engaged and the Company is desirous to engage the Influencer on a non-exclusive basis to provide the Services in accordance to the terms and conditions of this Agreement.

艺人希望被聘用，公司希望以非独家方式聘请艺人作为公司的网络主播或艺人，提供本协议规定的服务。



- C. Accordingly, the Parties have agreed to enter into this Agreement to record the mutual agreements in the manners and upon the terms and conditions hereinafter appearing.
因此，双方已同意签订本协议，记录以下所述的相互协议内容和条款。

NOW THIS AGREEMENT WITNESSTH as follows:

现本协议见证 如下:

1 COLLABORATION 合作

- 1.1 The Influencer shall provide the Services under the instruction and/or direction of the Company including but not limited to permanent, one-off, ad-hoc and/or project basis from time to time in accordance with the terms and conditions of this Agreement. In consideration, the Company shall pay remuneration, fees or allowances depending on the type of tasks or projects.
艺人应根据本协议的条款和条件，按照公司的指示和/或方向提供服务，包括但不限于根据永久性、一次性、临时性和/或项目性的要求不时提供服务。作为考虑，公司应根据任务或项目的类型支付报酬、费用或津贴。
- 1.2 Unless otherwise provided by the Company, the Influencer shall secure all personnel, equipment and/or other tools required to perform the Services under this Agreement at the Influencer's own expense. Such personnel will not be employees of, or otherwise have any individual contractual relationship with the Company. The Influencer further warrants that any personnel, whether specifically named or not, secured by the Influencer in the performance of this Agreement will abide by the terms and conditions of this Agreement.
除非公司另有规定，否则艺人应自行承担为执行本协议而所需的所有人员、设备和/或其他工具的费用。这些人员不会成为公司的雇员，也不会与公司建立任何个人合同关系。艺人进一步保证，无论是否有明确列名，艺人在履行本协议时聘请的任何人员将遵守本协议的条款和条件。
- 1.3 The Influencer shall appear at the Venue at the time and date to be instructed or directed by the Company.
艺人应按照公司的指示或方向在指定的时间和日期出现在场所。
- 1.4 The Company may assign, instruct and/or direct the Influencer to provide Services, take part and/or participate in tasks, projects and/or assignments that the Influencer is being assigned to including but not limited to live streaming, video recording and production, concert, fans gathering, product launching event and others not specifically mentioned herein.
公司可以指派、指示和/或引导艺人提供服务，参与任务、项目和/或分配给艺人的任务，包括但不限于直播、视频录制和制作、音乐会、粉丝聚会、产品发布活动以及本协议中未明确提及的其他活动。
- 1.5 For the avoidance of doubt, this collaboration shall be on a non-exclusive basis. The Influencer shall be at liberty to allocate his/her time on other engagements or collaborations or businesses within the term of this Agreement.



为避免疑义，本合作以非独家方式为基础。在本协议期间，艺人可自由安排其时间参与其他约定、合作或业务。

2 REMUNERATION / FEES 报酬/费用

- 2.1 In consideration of the Services to be provided by the Influencer and its other obligations under this Agreement, the Company shall pay to the Influencer the net income for each and every job, matter, task and/or assignment in the proportion of as stated in **Section 4 of the Schedule** hereto to the Influencer provided always that the Influencer has successfully carried out, conducted and/or performed the assigned job, task, matter and/or assignment to the satisfactory and/or requirement of the Company and its client and full payment has been received by the Company ("**Fees**"). 鉴于艺人应提供的服务及其在本协议项下的其他义务，公司应按照附表第 4 节中所规定的比例向艺人支付每一项工作、事项、任务和/或分配的净收入，前提是艺人已成功地完成、执行公司及其客户要求任务、事项和/或分配，并且公司已收到全额支付（以下简称“费用”）。
- 2.2 The mode and manner in which the Fees shall be paid shall be in accordance with **Section 5 of the Schedule** hereto.
费用的支付方式应根据附表第 5 节的规定进行。
- 2.3 The Fees is subject to the deduction of any payments, fees, remunerations, allowances and/or incomes received by the Company for the Services performed for the Company's clients.
费用扣除公司为其客户提供的服务而收到的任何付款、费用、报酬、津贴和/或收入。
- 2.4 The Fees shall be paid by the Company to the Influencer within seven (7) days after the completion of the Services, provided always that the Services is performed in accordance with the terms and conditions of this Agreement.
在服务完成后的七（7）天内，公司应将费用支付给艺人，前提是服务符合本协议的条款和条件。
- 2.5 For avoidance of doubt, the Parties shall be respectively responsible for the taxes incurred in the performance of this Agreement.
为避免疑义，双方应分别负责履行本协议所产生的税费。
- 2.6 In the event the Influencer is unable to provide the Services after the tasks or projects have been assigned to the Influencer, the Influencer shall inform the Company at least seven (7) days prior to the commencement of the tasks, assignments or projects.
如果在任务或项目分配给艺人之后，艺人无法提供服务，则艺人应在任务、分配或项目开始前至少七（7）天通知公司。
- 2.7 For whatsoever reason, if the Influencer is unable to provide the Services and fails to inform or notify the Company seven (7) days prior to the commencement of such tasks, assignments or projects being assigned thereto, the Influencer hereby agrees to pay to the Company an amount as stated in **Section 6 of the Schedule** hereto as



agreed liquidated damages and the Company may at its sole discretion terminate this Agreement forthwith.

无论出于何种原因，如果艺人无法提供服务并且未能在分配给其的任务或项目开始前七（7）天通知公司，则艺人同意根据附表第 6 节中所述的约定的违约金向公司支付一笔金额，公司可自行决定立即终止本协议。

- 2.8 Where any loss or damage is caused by the Influencer due to his/her intentional or negligent act, the Influencer shall be liable to compensate the Company and the Company shall be entitled to set off such an amount against the Fees due to the Influencer. The Influencer hereby undertakes to indemnify the Company in the event the Fees is insufficient to set off the said amount mentioned under this Clause.

如果由于艺人故意或过失行为造成任何损失或损害，艺人应向公司赔偿，并且公司有权将该金额与应支付给艺人的费用相抵销。艺人在本条款下费用不足以抵销上述金额时，应在此处承担公司的赔偿责任。

- 2.9 In the event that the Influencer during the term of this Agreement, successfully achieves turnover equivalent to the sum of One Hundred Thousand United States Dollar (USD100,000.00) via provision of the Services, this Agreement shall automatically renew for a period of one (1) year.

如果在本协议期间，艺人成功通过提供服务实现营业额相当于十万美元（USD100,000.00）的总和，则本协议将自动续约一年。

3 THE COMPANY'S RESPONSIBILITIES

公司的责任

- 3.1 The responsibilities of the Company are set out below and subject to the terms of this Agreement:

公司的责任如下，并受本协议条款条款的约束：

- (a) to the Company's best reasonable effort, to promote and market the Influencer to its clients for the purposes, among others, to secure engagement, job, task, matter and/or assignment from its clients;
公司将以其客户确保获得参与、工作、任务、事项和/或分配等目的，尽力推广和营销艺人；
- (b) to represent the Influencer to deal and/or negotiate all terms and conditions on all engagement, job, task, matter and/or assignment;
代表艺人处理和/或协商所有参与、工作、任务、事项和/或分配的所有条款和条件；
- (c) to withhold and/or deduct relevant statutory withholding taxes on behalf of the Influencer for any overseas' income and such income shall subject to Clause 2 above;
代表艺人扣缴和/或扣除与海外收入有关的相关法定扣缴税款，该收入应符合上述第 2 条的规定；
- (d) save except agreed by the Parties otherwise, the Company is not responsible to provide security for the Influencer during the performance of the Services; and



除非双方另有约定，公司无需为艺人在执行服务期间提供安保服务；以及

- (e) the Company to provide and forward any script, review, article, photo or other related materials concerning the Services to the Influencer; and
公司向艺人提供并转发有关服务的任何脚本、审查、文章、照片或其他相关材料。

4 THE INFLUENCER'S OBLIGATIONS AND RESPONSIBILITIES **艺人的义务和责任**

4.1 The Influencer hereby represents that: 艺人在此声明：

- (a) the Influencer shall ensure that the Services will be performed and completed in accordance to the instruction of the Company to the satisfactory of the Company and the Company's clients;
艺人应确保服务按照公司的指示进行，并且达到公司及公司客户的满意程度完成；
- (b) the Influencer shall give his or her best skill and ability in a professional manner and up to industrial standard in performing the Services;
艺人应以专业的方式并达到行业标准尽其所能在执行服务时发挥其最佳技能和能力；
- (c) the Influencer shall punctually attend to all appointments, job, task, matter and/or assignment assigned or designated to him or her and to keep the Company reasonably informed of his or her whereabouts and availability at all times;
艺人应准时出席分配或指定给他/她的所有工作、任务、事项和/或分并随时保持公司合理知情并告知其行踪和可用性；
- (d) the Influencer shall carry out its obligations under the Agreement to the best of its skill and ability, in a professional manner and the Influencer shall observe the rules and/or directions set or imposed by the Company;
艺人应以其最佳技能和能力、以专业的方式履行协议下的义务，且应遵守公司设定或强加的规则和/或指示；
- (e) the Influencer shall perform the Services in such a manner so as not to breach any prevailing law and regulation and will not cause the Company to breach any law and regulation;
艺人应以不违反任何现行法律法规的方式履行服务，并且不会导致公司违反任何法律法规；
- (f) the Influencer warrants that the Services to be provided will not breach any third-party intellectual property right, including copyright;
艺人保证提供的服务不会侵犯任何第三方的知识产权，包括版权；
- (g) the Influencer shall comply and obey with the handbook, instructions and/or guidelines given or imposed by the Company;



艺人应遵守并服从公司给予或强加的手册、指示和/或指南；

- (h) the Influencer shall keep every information pursuant to this Agreement including but not limited the trade secrets, commercial information, know-how, performance materials and information and other information which is not specifically stated herein in strict confidential throughout the term of this Agreement and this sub-clause shall survive indefinitely even after the termination of this Agreement;

艺人应在本协议期间保持对本协议项下的所有信息的严格保密，包括但不限于商业机密、商业信息、技术秘密、表现材料和其他未在本协议中明确说明的信息，即使在本协议终止后，此子条款仍将无限期生效；

- (i) the Influencer agrees that the Company may record and/or film or arrange for the recording and/or filming of, the Services, and the Company may use any such sound recording or film of the Services without the prior consent of the Influencer.

艺人同意公司可能记录和/或拍摄或安排记录和/或拍摄服务，并且公司可以在未经艺人事先同意的情况下使用任何此类服务的录音或影片。

5 PARTIES' REPRESENTATIONS AND WARRANTIES

双方的声明和保证

5.1 Each Party hereby represents and warrants that:

双方在此声明并保证：

- (a) the Party has the power, capacity and authority to enter into and perform its obligations under this Agreement;
双方有权、能力和权限签订并履行本协议下的义务；
- (b) this Agreement is legal and binding on such Party;
本协议对双方具有法律效力并具有约束力；
- (c) that it is not and will not be entitled to any immunity from suit or other legal process in any proceedings in any jurisdiction;
它不是，也不会任何司法管辖区的任何程序中有权免除起诉或其他法律程；
- (d) all acts, conditions and things required to be done, fulfilled and performed in order:
为了履行下列所需完成、履行和执行的一切行为、条件和事项：
- (i) to enable it lawfully to enter into, exercise its rights under and perform its obligations expressed to be assumed by it in this Agreement;
使其能够合法签订、行使本协议下的权利并履行其在本协议中承担的义务；
- (ii) to ensure that the obligations expressed to be assumed by it in this Agreement are legal, valid and binding; and
确保其在本协议中承担的义务是合法、有效和具有约束力的；以及

- (iii) to make this Agreement admissible in evidence in the jurisdiction in which it is incorporated, have been done, fulfilled and performed.
使本协议在其所在司法管辖区成为证据的可接受证明，已完成、履行和执行了所需完成、履行和执行的一切行为、条件和事项。

6 ADVERTISING AND PROMOTION 广告与推广

- 6.1 The Influencer agrees that the Company, may at its sole discretion, use radio, television, flyers, electronic communication (including, without limitation, via the internet), or such other means of promotion to promote the Services performed by the Influencer.
艺人同意公司可以自行决定使用广播、电视、传单、电子通讯（包括但不限于通过互联网）或其他促销手段来推广艺人提供的服务。
- 6.2 The Influencer shall grant the Company the right to use his/her name and/or any names, callings, nicknames, artist names or brand name used by the Influencer since the commencement of this Agreement ("**Brand Names**") and approved photographs, likenesses and biographies for the purposes of advertisement and promotion, through the Company's digital and social media related entities, amongst others, Instagram, Facebook and X (formerly known as Twitter) where the Company is not required to seek consent or approval from the Influencer in doing so.
艺人应授予公司使用其姓名和/或自本协议生效以来使用的任何名称、称谓、绰号、艺名或品牌名称（以下简称“**品牌名称**”），以及经艺人批准的照片、肖像和传记的权利，用于广告和推广目的，通过公司的数字和社交媒体相关实体，包括但不限于 Instagram、Facebook 和 X（前身为 Twitter），公司无需征求艺人的同意或批准即可这样做。

7 INTELLECTUAL PROPERTY & COPYRIGHT 知识产权和版权

- 7.1 All intellectual property rights created, established and/or produced arising from this Agreement including but not limited to any copyrights and trademarks shall rest and belong to the Company absolutely notwithstanding such rights have been created using the Influencer's effort.
本协议产生的所有知识产权，包括但不限于任何版权和商标，均完全归公司所有，尽管这些权利是使用艺人的努力创造的。
- 7.2 The property rights on the script, music, characters and production of the Services shall rest with the Company.
服务的剧本、音乐、角色和制作的财产权归公司所有。
- 7.3 The Influencer shall not assign, use and/or dispose the intellectual property rights created, established and/or produced arising from this Agreement to any third parties save except with prior written approval from the Company.
艺人不得将本协议产生的知识产权分配、使用和/或转让给任何第三方，除非事先经公司书面批准。

8 EFFECTIVE DATE AND TERMINATION 生效日期和终止

- 8.1 This Agreement shall be effective from the date of this Agreement and shall continue for a period stated in **Section 7 of the Schedule** hereto or the completion of the Services, whichever is earlier. This Agreement may be terminated by either Party by giving to the other not less than fourteen (14) days' written notice of its intention to terminate this Agreement.

本协议自本协议签订之日起生效，并将持续至附表第7节所规定的期限届满或服务完成之日，以较早者为准。任何一方可通过书面通知另一方提前不少于十四（14）天终止本协议。

- 8.2 The Company may terminate the Agreement immediately, without any notice to the Influencer if the Influencer commits any act of misconduct, including (without limitation):

如果艺人违反本协议，包括但不限于以下情况，公司可以立即终止本协议，无需事先通知艺人：

- (a) any act of fraud or dishonesty;
任何欺诈或不诚实的行为；
- (b) any act which may injure or endanger any other person;
任何可能损害或危害他人的行为；
- (c) any act which may directly or indirectly damage the reputation of the Company;
任何可能直接或间接损害公司声誉的行为；
- (d) being drunk, intoxicated or under the influence of drugs during the performance of the Services;
在执行服务期间酗酒、麻醉或受药物影响；
- (e) any act that tantamount, constitute and/or being regarded as sexual harassment or sexual offences;
任何等同于、构成和/或被视为性骚扰或性犯罪的行为；
- (f) any act that against the morality, legislation and public policy;
任何违背道德、法律和公共政策的行为；
- (g) any act that cause or make the Influencer himself or herself to be in bad or poor image in the eyes of public or third-party.
任何使艺人自己在公众或第三方眼中形象不佳的行为。

- 8.3 Except where the Agreement is terminated due to breach by the Company, on termination, the Influencer will not be entitled to any outstanding Fees under this Agreement. Upon termination of this Agreement, neither Party shall have any further obligation to the other under this Agreement.

除非本协议由于公司的违约而终止，在终止时，艺人将不享有根据本协议下的任何未付费用。本协议终止后，双方均不再对本协议下的对方承担任何进一步义务。

- 8.4 In the case of force majeure which renders this Agreement impossible to fulfil, which is not attributable to any act or failure to take preventive action by either Party, then the Company may terminate this Agreement without penalty and Clause 8.4 above shall be applicable.

如果不可抗力导致本协议无法履行，而这不是由任何一方的行为或未采取预防措施造成的，那么公司可以终止本协议而无需承担罚款，并且第 8.4 条将适用。

9 INSURANCE 保险

- 9.1 The Influencer shall procure or provide its own insurance.
艺人应自行购买或提供自己的保险。

- 9.2 The Influencer agrees to insure its own equipment and for all risk of damage or theft.
艺人同意为其自己的设备投保，并承担所有损坏或盗窃的风险。

- 9.3 The Influencer hereby releases and indemnifies the Company (and its officers and employees) from any claim arising from any loss, theft or damage suffered by the Influencer (or the replacement) in relation to their vehicles, equipment or property, whether or not such loss, theft or damage arises from any negligent act or omission of the Company (or its officers and employees).

艺人在此免除并对公司（及其官员和雇员）对艺人（或替代品）的车辆、设备或财产遭受的任何损失、盗窃或损害所提出的任何索赔进行赔偿，无论此等损失、盗窃或损害是否源自公司（或其官员和雇员）的任何过失或疏忽。

10 SPECIAL CONDITIONS 特别条件

- 10.1 Without the express consent of the Company, the Influencer may not invite any guest to the Venue to perform the Services.
在未经公司明确同意的情况下，艺人不得邀请任何客人前往场所执行服务。

11 INDEMNITY 赔偿

- 11.1 The Influencer shall be wholly responsible for and shall fully indemnify and keep harmless the Company, its officers, servants, agents, successors-in-title and assigns fully and effectually indemnified against all actions, proceedings, claims, demands, losses, damages, prosecutions, fines, penalties, liabilities, losses, costs and expenses (including but not limited to solicitors fees on a solicitor and client basis) whatsoever which may be instituted or imposed by the relevant authorities or any persons or third party, as the case may be, from all damage or loss howsoever caused or occasioned to the Company or any injury to any person or property as a consequence of any breach, non-observance or non-performance of any covenants, undertakings, warranties, representations, obligations, restrictions, terms, conditions, agreements and stipulation herein contained in this Agreement by the Influencer, its

agents, employees, servants, invitees, contractors, customers or licensees or any other persons claiming through or under the Company.

如果由艺人违反、不遵守或不履行本协议中包含的任何契约、承诺、保证、陈述、义务、限制、条款、条件、协议和规定造成了公司的损失或损害，艺人应全权负责，并完全赔偿并使公司、其官员、雇员、代理人、继任者和受让人完全和有效地免受任何行动、诉讼、索赔、要求、损失、损害、起诉、罚款、处罚、责任、费用和开支（包括但不限于律师费，按照律师和客户的基础计算）的影响，无论该等索赔是由有关当局或任何人或第三方提出。

12 ENTIRE AGREEMENT

完整协议

- 12.1 This Agreement constitutes the only agreement between the Parties with respect to the subject matters hereof and supersedes all previous negotiations, undertaking and agreements express or implied, between the Parties, and may not be discharged, supplemented, or amended in any manner except by an instrument in writing signed by the Parties or their duly authorized/representative.

本协议构成双方就本协议所涉及的主题的唯一协议，取代了双方之间的所有先前的谈判、承诺和协议，无论是明示的还是暗示的，并且除非经由双方或其正式授权/代表签署的书面文书，否则本协议不得以任何方式被解除、补充或修改。

13 NO WAIVER

不放弃权利

- 13.1 Knowledge or acquiescence by either Party hereto of the breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence each Party shall be entitled to exercise their respective rights under this Agreement and to require strict performance of the other of the terms and conditions herein.

任何一方对本协议中任何条件或契约的违反的知识或默许，均不得视为对该等条件或契约或其任何部分的放弃，尽管具有此类知识或默许，每一方仍有权行使本协议下的各自权利，并要求对方严格履行本协议中的条款和条件。

14 NOTICE

通知

- 14.1 Any notice, request or demand require to be served by either Party to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served if it is given by the Party by post in a registered letter addressed to the other Party at that other Party's address stated herein and it shall be deemed to have been received at the time when such registered letter would in the ordinary course of post delivered, or if it is given by that Party and dispatched by hand to the other Party at the other Party's address stated herein. Any change in the addresses stated above must be communicated in writing to the other Party.

根据本协议规定，任何一方向另一方发送的任何通知、请求或要求均应以书面形式提供，并且如果该方通过挂号信寄给另一方，则应被视为已充分送达，并且在按照普通



邮政途径送达的时间被视为已收到，或者如果该方亲自交付给另一方，则应被视为已送达。上述地址的任何变更必须以书面形式通知对方。

15 LAW AND JURISDICTION

法律和管辖权

- 15.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia. The Parties hereby agree to be subject to the exclusive jurisdiction of the Courts of Malaysia for these purposes and for the determination of all actions and proceedings arising out of this Agreement.

本协议应受马来西亚法律管辖，并在所有方面按照马来西亚法律解释。双方特此同意对于本协议的一切行为和诉讼均受马来西亚法院的专属管辖，用于确定本协议所引起的所有诉讼和程序。

16 SEVERABILITY

可分割性

- 16.1 In the event that any of the provision contained in this Agreement shall for any reasons be held to be unenforceable, illegal or otherwise invalid in any respect under the law governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

如果本协议中的任何条款因任何原因被认定为在本协议或其履行所适用的法律下在任何方面不可执行、非法或无效，则该不可执行性、非法性或无效性不应影响本协议的任何其他条款，本协议应被解释为如果这种不可执行、非法或无效的条款从未包含在本协议中。

17 SURVIVAL

存续性

- 17.1 Wherever mentioned in this Agreement, the agreements and undertakings of any Party contained in this Agreement shall survive the lawful termination of this Agreement and shall continue to be binding upon the relevant Party.

本协议中提到的任何一方在本协议中包含的协议和承诺应在本协议合法终止后继续存在，并继续对相关方具有约束力。

18 BINDING EFFECT

约束力

- 18.1 This Agreement shall be binding upon the successors-in-title and permitted assigns of the Parties.

本协议应对双方的继任者和被允许的受让人具有约束力。



19 TIME OF THE ESSENCE

时间性质

- 19.1 Time whenever mentioned shall be deemed to be of the essence of this Agreement.
无论何时提及，时间均被视为本协议的要素。

20 EFFECTIVE DATE

生效日期

- 20.1 Notwithstanding any other provisions to the contrary, this Agreement shall come into force on the date of this Agreement irrespective of the diverse dates upon which the Parties may have each executed this Agreement respectively.
尽管其他规定可能存在相反的情况，本协议应自本协议签署之日起生效，而与双方各自签署本协议的日期无关。

21 MUTUAL AGREEMENT

相互协议

- 21.1 In entering into this Agreement, the Parties recognize that it is impractical to make provisions for every contingency that may arise in the course of the performance thereto. Accordingly, the Parties declare it to be their intention that the Agreement shall operate between them with fairness and without detriment to the interest of any of them and in the course of the performance of this Agreement, if unfairness to any Party is disclosed or anticipated, then such necessary and equitable action shall be taken to remove the cause of the same.
在签订本协议时，双方认识到在履行过程中可能会出现各种情况，对每一种情况都做出规定是不切实际的。因此，双方宣布其意图是本协议应在公平的情况下对其产生效力，不损害任何一方的利益。在履行本协议的过程中，如果发现或预见到任何一方受到不公平对待，那么应采取必要和公平的措施消除其原因。

22 EXECUTION

执行

- 22.1 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement and this Agreement shall become effective when dated and delivered and the execution of this Agreement by or on behalf of a Party hereto shall constitute and authority to the solicitors or an agent or employee of the solicitors acting for the Party and once dated a person who is not a party to this Agreement shall be entitled to rely upon this Agreement as having been properly delivered.
本协议可以以任何数量的副本或复本形式签署，每份副本或复本均为原件，但这些副本或复本将共同构成一份协议，本协议在签署日期和交付日期生效，由或代表某一方签署本协议即构成委托该方的律师、律师的代理人或雇员，一旦日期确定，不是本协议当事人的人员将有权依赖于本协议已被正确交付。



* * *EXECUTION PAGE* * *

IN WITNESS WHEREOF, the parties hereto hereunto caused their duly authorised representatives to sign below the day and year above written.

THE COMPANY

Signed by)
for and on behalf of)
JX MEDIA SDN BHD)
(Company No. 202301046832)
(1540746-A)))
in the presence of:)

Name:
NRIC No./Passport No.:
Designation:

Name:
NRIC No./Passport No.:

[company stamp]

THE INFLUENCER

Signed by)
[NAME])
(NRIC No./Passport No. **[***]**))
in the presence of:)

Name:
NRIC No./Passport No.:

SCHEDULE
附表

Section 节	Clause 条款	Particulars 详情
1.	Date of this Agreement 本协议日期	
2.	Details of the Influencer 艺人详情	Name: 姓名 NRIC/Passport No.: 身份证/护照号码 Address: 地址
3.	Venue 场所	[To insert the details of the Venue] [插入地点详情]
4.	Fees 费用	
5.	The mode and manner of the payment 支付方式	
6.	Agreed Liquidated Damages 约定违约金	
7.	Term of this Agreement 本协议的期限	



APPENDIX
附件

THE SERVICES
服务