



Asian Festival

Non Profit 501 c (3) organization

Phone: 310 500 7256/ 310 926 8108

email : AsianFestivalAZ@gmail.com

Jacob Richter

October 23, 2024

President

United State Sport Silat Association Nonprofit 501(c)(3)

P.O. Box 371,

Eaton, Co 80615

USA

Re: **Thunderbird 100 Million Learners**

Partnership with Asian Festival and United States Sport Silat Association

Dear Jacob,

This Letter of Intent is effective as of October 25, 2024 between **United State Sport Silat Association and Asian Festival, non-profit 501 c (3)** in collaborating together in good faith opportunities for students in ASU's Thunderbird School of Global Management.

Transaction Fundamentals. Francis and Dionne Najafi's 100 Million Learners Global Initiative:

This initiative offers online, on-demand global education from a world-class accredited institution in 40 different languages to learners across the globe, at no cost to the learner, with a goal of women and young women to account for 70% of the learners. It encompasses three educational programs: 1) Advanced program; 2) Intermediate program; and 3) Foundational program.

Asian Festival and United State Sport Silat Association will commit to:

- Promoting the 100 Million Learners Initiative within their organization, networks, partners, and to the public through its social media and other communication channels affiliates in USA, Asia and beyond.
- Provide support to recruit at least 10,000 learners over the next three years; reaching 2,000 learners in the first year, 3,000 in second year, and 5,000 in third year. This includes 5,000 for foundational level, 2,500 intermediate level, and 2,500 in the advanced level.
- Being a key recruiter of 100 Million Learners in USA and Asia by providing awareness to the people in country through partnership with educational institutions, businesses, government, and local communities.



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a. Non-Binding. This LOI is non-binding and only represents the current aspirations of the Parties with respect to the Transaction. No binding obligation, offer, agreement, or other legal obligation is created except upon execution of a Definitive Agreement by the Parties.

b. Termination. This LOI automatically terminates and is of no further force or effect upon the earlier of (i) execution of a definitive written agreement relating to the Transaction by Asian Festival and United States Sport Silat Association; (ii) mutual written agreement of the Parties; or (iii) three (3) years from the Effective Date. Either party may terminate this LOI upon ten (10) days written notice to the other party.

c. Expenses: Each party agrees to bear any costs or expenses they incur under this LOI. Unless otherwise agreed to in writing, neither party will be obligated to pay or reimburse the other party to this Letter for any such costs or expenses.

d. Survival. Any provisions in these Binding Terms that anticipate performance after the termination of this LOI, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this LOI.

e. No Assignment. Neither Party may assign any rights herein without the prior written approval of the other Party. This LOI may only be amended in signed writing between the Parties.

h. Intellectual Property. Nothing in this LOI is intended to transfer or otherwise assign any of the Parties' intellectual property rights to each other or to any other third party. All right, title, and interest in and to the Parties' intellectual property, whether patent, copyright, trade secret, trademark, service mark or moral rights, will remain solely with each respective Party at all times.

Agreed;

United States Sport Silat Association Nonprofit 501(c)(3)

Signed by: 

Name: Jacob Richter

Title: President

Date 10/24/2024

Asian Festival, non-profit 501 c (3)

Signed by: 

Name: Dr. Steve Kaplan

Title: Founder/President

Date: 10/24/2024