

# QUALITY ONLINE EDUCATION GROUP INC.

## FORM 1-A

(Registration A Offering Under the Securities Act of 1933)

Filed 09/17/21

|             |   |
|-------------|---|
| Telephone   | 16479476057   |
| CIK         | 0001439237  |
| Symbol      | QOEG  |
| SIC Code    | 8700 - Services-Engineering, Accounting, Research, Management |
| Industry    | Business Support Services                                     |
| Sector      | Industrials   |
| Fiscal Year | 08/31   |

1-A: Filer Information

|                                 |  |
|---------------------------------|--|
| Issuer CIK                      | 0001439237   |
| Issuer CCC                      | XXXXXXXX   |
| DOS File Number                 |  |
| Offering File Number            |  |
| Is this a LIVE or TEST Filing?  | <input checked="" type="checkbox"/> LIVE <input type="checkbox"/> TEST |
| Would you like a Return Copy?   | <input type="checkbox"/>   |
| Notify via Filing Website only? | <input type="checkbox"/>   |
| Since Last Filing?              | <input type="checkbox"/>   |

Submission Contact Information

|                |
|----------------|
| Name           |
| Phone          |
| E-Mail Address |

1-A: Item 1. Issuer Information

Issuer Infomation

|   |                                     |
|---|-------------------------------------|
| Exact name of issuer as specified in the issuer's charter | Quality Online Education Group Inc. |
| Jurisdiction of Incorporation / Organization              | DELAWARE                            |
| Year of Incorporation                                     | 2004                                |
| CIK   | 0001439237                          |
| Primary Standard Industrial Classification Code           | 8299                                |
| I.R.S. Employer Identification Number                     | 42-1743717                          |
| Total number of full-time employees                       | 60                                  |
| Total number of part-time employees                       | 36                                  |

Contact Infomation

Address of Principal Executive Offices

|           |                          |
|-----------|--------------------------|
| Address 1 | #306- 650 Highway 7 East |
| Address 2 |                          |

|                          |                 |
|--------------------------|-----------------|
| City                     | Richmond Hill   |
| State/Country            | ONTARIO, CANADA |
| Mailing Zip/ Postal Code | L4B2N7          |
| Phone                    | 905-882-1585    |

**Provide the following information for the person the Securities and Exchange Commission's staff should call in connection with any pre-qualification review of the offering statement.**

|                          |                 |
|--------------------------|-----------------|
| Name                     | Matthew McMurdo |
| Address 1                |                 |
| Address 2                |                 |
| City                     |                 |
| State/Country            |                 |
| Mailing Zip/ Postal Code |                 |
| Phone                    |                 |

**Provide up to two e-mail addresses to which the Securities and Exchange Commission's staff may send any comment letters relating to the offering statement. After qualification of the offering statement, such e-mail addresses are not required to remain active.**

### ***Financial Statements***

|                             |   |
|-----------------------------|---|
| Industry Group (select one) | <input type="checkbox"/> Banking <input type="checkbox"/> Insurance <input checked="" type="checkbox"/> Other |
|-----------------------------|---|

**Use the financial statements for the most recent period contained in this offering statement to provide the following information about the issuer. The following table does not include all of the line items from the financial statements. Long Term Debt would include notes payable, bonds, mortgages, and similar obligations. To determine "Total Revenues" for all companies selecting "Other" for their industry group, refer to Article 5-03(b)(1) of Regulation S-X. For companies selecting "Insurance", refer to Article 7-04 of Regulation S-X for calculation of "Total Revenues" and paragraphs 5 and 7 of Article 7-04 for "Costs and Expenses Applicable to Revenues".**

#### ***Balance Sheet Information***

|  |               |
|--|---------------|
| Cash and Cash Equivalents                | \$ 562392.00  |
| Investment Securities                    | \$ 0.00       |
| Total Investments                        | \$            |
| Accounts and Notes Receivable            | \$ 0.00       |
| Loans                                    | \$            |
| Property, Plant and Equipment (PP&E):    | \$ 24191.00   |
| Property and Equipment                   | \$            |
| Total Assets                             | \$ 1842104.00 |
| Accounts Payable and Accrued Liabilities | \$ 67089.00   |
| Policy Liabilities and Accruals          | \$            |
| Deposits                                 | \$            |
| Long Term Debt                           | \$ 99404.00   |
| Total Liabilities                        | \$ 1413033.00 |
| Total Stockholders' Equity               | \$ 429071.00  |
| Total Liabilities and Equity             | \$ 1842104.00 |

**Statement of Comprehensive Income Information**

|   |               |
|---|---------------|
| Total Revenues                            | \$ 139685.00  |
| Total Interest Income                     | \$            |
| Costs and Expenses Applicable to Revenues | \$ 125245.00  |
| Total Interest Expenses                   | \$            |
| Depreciation and Amortization             | \$ 14079.00   |
| Net Income                                | \$ -458548.00 |
| Earnings Per Share - Basic                | \$ -0.00      |
| Earnings Per Share - Diluted              | \$ -0.00      |
| Name of Auditor (if any)                  |               |

**Outstanding Securities****Common Equity**

|   |            |
|---|------------|
| Name of Class (if any) Common Equity                                    | Common     |
| Common Equity Units Outstanding   | 1728095062 |
| Common Equity CUSIP (if any):   | 74759C101  |
| Common Equity Units Name of Trading Center or Quotation Medium (if any) | OTCMarkets |

**Preferred Equity**

|  |                    |
|--|--------------------|
| Preferred Equity Name of Class (if any)                              | Series A Preferred |
| Preferred Equity Units Outstanding                                   | 1000000            |
| Preferred Equity CUSIP (if any)                                      | 000000000          |
| Preferred Equity Name of Trading Center or Quotation Medium (if any) | None               |

**Debt Securities**

|   |           |
|---|-----------|
| Debt Securities Name of Class (if any)                              | None      |
| Debt Securities Units Outstanding                                   | 0         |
| Debt Securities CUSIP (if any):                                     | 000000000 |
| Debt Securities Name of Trading Center or Quotation Medium (if any) | None      |

**1-A: Item 2. Issuer Eligibility****Issuer Eligibility**

Check this box to certify that all of the following statements are true for the issuer(s)



- Organized under the laws of the United States or Canada, or any State, Province, Territory or possession thereof, or the District of Columbia.
- Principal place of business is in the United States or Canada.
- Not subject to section 13 or 15(d) of the Securities Exchange Act of 1934.
- Not a development stage company that either (a) has no specific business plan or purpose, or (b) has indicated that its business plan is to merge with an unidentified company or companies.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.

- Not issuing fractional undivided interests in oil or gas rights, or a similar interest in other mineral rights.
- Not issuing asset-backed securities as defined in Item 1101 (c) of Regulation AB.
- Not, and has not been, subject to any order of the Commission entered pursuant to Section 12(j) of the Exchange Act (15 U.S.C. 78l(j)) within five years before the filing of this offering statement.
- Has filed with the Commission all the reports it was required to file, if any, pursuant to Rule 257 during the two years immediately before the filing of the offering statement (or for such shorter period that the issuer was required to file such reports).

## 1-A: Item 3. Application of Rule 262

### Application Rule 262

Check this box to certify that, as of the time of this filing, each person described in Rule 262 of Regulation A is either not disqualified under that rule or is disqualified but has received a waiver of such disqualification.



Check this box if "bad actor" disclosure under Rule 262(d) is provided in Part II of the offering statement.



## 1-A: Item 4. Summary Information Regarding the Offering and Other Current or Proposed Offerings

### Summary Information

Check the appropriate box to indicate whether you are conducting a Tier 1 or Tier 2 offering

☐ Tier1 ☒ Tier2

Check the appropriate box to indicate whether the financial statements have been audited

☐ Unaudited ☒ Audited

Types of Securities Offered in this Offering Statement (select all that apply)

☒ Equity (common or preferred stock)

Does the issuer intend to offer the securities on a delayed or continuous basis pursuant to Rule 251(d)(3)?

☒ Yes ☐ No

Does the issuer intend this offering to last more than one year?

☐ Yes ☒ No

Does the issuer intend to price this offering after qualification pursuant to Rule 253(b)?

☐ Yes ☒ No

Will the issuer be conducting a best efforts offering?

☒ Yes ☐ No

Has the issuer used solicitation of interest communications in connection with the proposed offering?

☐ Yes ☒ No

Does the proposed offering involve the resale of securities by affiliates of the issuer?

☐ Yes ☒ No

Number of securities offered

500000000

Number of securities of that class outstanding

1728095062

The information called for by this item below may be omitted if undetermined at the time of filing or submission, except that if a price range has been included in the offering statement, the midpoint of that range must be used to respond. Please refer to Rule 251(a) for the definition of "aggregate offering price" or "aggregate sales" as used in this item. Please leave the field blank if undetermined at this time and include a zero if a particular item is not applicable to the offering.

Price per security

\$ 0.0200

|   |                |
|---|----------------|
| The portion of the aggregate offering price attributable to securities being offered on behalf of the issuer  | \$ 10000000.00 |
| The portion of the aggregate offering price attributable to securities being offered on behalf of selling securityholders   | \$ 30145003.96 |
| The portion of the aggregate offering price attributable to all the securities of the issuer sold pursuant to a qualified offering statement within the 12 months before the qualification of this offering statement | \$ 0.00        |
| The estimated portion of aggregate sales attributable to securities that may be sold pursuant to any other qualified offering statement concurrently with securities being sold under this offering statement         | \$ 0.00        |
| Total (the sum of the aggregate offering price and aggregate sales in the four preceding paragraphs)  | \$ 40145003.96 |

Anticipated fees in connection with this offering and names of service providers

|  |                        |                            |             |
|--|------------------------|----------------------------|-------------|
| Underwriters - Name of Service Provider        |                        | Underwriters - Fees        | \$          |
| Sales Commissions - Name of Service Provider   |                        | Sales Commissions - Fee    | \$          |
| Finders' Fees - Name of Service Provider       |                        | Finders' Fees - Fees       | \$          |
| Audit - Name of Service Provider               | BF Borgers CPA PC      | Audit - Fees               | \$ 40000.00 |
| Legal - Name of Service Provider               | McMurdo Law Group, LLC | Legal - Fees               | \$ 25000.00 |
| Promoters - Name of Service Provider           |                        | Promoters - Fees           | \$          |
| Blue Sky Compliance - Name of Service Provider |                        | Blue Sky Compliance - Fees | \$          |
| CRD Number of any broker or dealer listed:     |                        |                            |             |
| Estimated net proceeds to the issuer           | \$                     |                            |             |
| Clarification of responses (if necessary)      |                        |                            |             |

# 1-A: Item 5. Jurisdictions in Which Securities are to be Offered

## Jurisdictions in Which Securities are to be Offered

Using the list below, select the jurisdictions in which the issuer intends to offer the securities

|                                   |                        |
|-----------------------------------|------------------------|
| Selected States and Jurisdictions | NEVADA                 |
|                                   | CANADA (FEDERAL LEVEL) |

Using the list below, select the jurisdictions in which the securities are to be offered by underwriters, dealers or sales persons or check the appropriate box

|      |                                     |
|------|-------------------------------------|
| None | <input checked="" type="checkbox"/> |
|------|-------------------------------------|

Same as the jurisdictions in which the issuer intends to offer the securities

☐

Selected States and Jurisdictions

## 1-A: Item 6. Unregistered Securities Issued or Sold Within One Year

### *Unregistered Securities Issued or Sold Within One Year*

None ☒

### *Unregistered Securities Act*

(e) Indicate the section of the Securities Act or Commission rule or regulation relied upon for exemption from the registration requirements of such Act and state briefly the facts relied upon for such exemption

As submitted to the Securities and Exchange Commission on September 17, 2021

Registration No. \_\_\_\_\_

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 1-A

REGULATION A OFFERING CIRCULAR  
UNDER THE SECURITIES ACT OF 1933

**Quality Online Education Group Inc.**

(Exact name of issuer as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**#306- 650 Highway 7 East Richmond Hill, ONT L4B2N7, Canada**  
**905-882-1585**

(Address, including zip code, and telephone number,  
including area code, of issuer's principal executive office)

**Resident Agents Inc.**  
**8 The Green, Ste r**  
**Dover, DE 19901**  
**(302) 241-0613**

(Name, address, including zip code, and telephone number,  
including area code, of agent for service)

*Copy to:*

**Matthew McMurdo, Esq.**  
**McMurdo Law Group, LLC**  
**1185 Avenue of the Americas, 3rd Floor**  
**New York, NY 10036**  
**Telephone: (917) 318-2865**

**8299**

(SIC CODE )

**42-1743717**

(IRS Employer Identification Number)

This Offering Circular shall only be qualified upon order of the Commission, unless a subsequent amendment is filed indicating the intention to become qualified by operation of the terms of Regulation A.

An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of our sale to you that contains the URL where the Final Offering Circular or the offering statement in which such Final Offering Circular was filed may be obtained.

PRELIMINARY OFFERING CIRCULAR SEPTEMBER 17, 2021, SUBJECT TO COMPLETION

Quality Online Education Group Inc.

MAXIMUM OFFERING AMOUNT: \$10,000,000 by the Company  
\$30,145,003.96 by the Selling Shareholders

This is our public offering (the “Offering”) of securities of Quality Online Education Group Inc., a Delaware corporation (the “Company”). We are offering a maximum of Five Hundred Million (500,000,000) shares (the “Maximum Offering”) of our common stock, par value \$0.0001 (the “Common Stock”) at an offering price of Twenty Cents (\$0.20) per share (the “Shares”) on a “best efforts” basis. We are also registering 1,507,250,198 shares of Common Stock for certain selling shareholders named herein (collectively, the “Selling Shareholders”). A portion of the Selling Shareholders acquired their shares of Common Stock on August 31, 2020, when the Company, pursuant to a share exchange agreement, dated August 31, 2020 (the “Share Exchange Agreement”), exchanged 3,000,000,000 of its common shares for all the shares of Quality Online Education Group Inc., an Ontario company. The remainder of the shares of Common Stock being registered for the Selling Shareholders were acquired by such Selling Shareholders in a Regulation D 506(b) offering, between March and June 2021. This Offering will terminate on the earlier of (i) September 17, 2022; or (ii) the date on which the Maximum Offering is sold (in either case, the “Termination Date”). There is no escrow established for this Offering. We will hold closings upon the receipt of investors’ subscriptions and acceptance of such subscriptions by the Company. If, on the initial closing date, we have sold less than the Maximum Offering, then we may hold one or more additional closings for additional sales, until the earlier of: (i) the sale of the Maximum Offering or (ii) the Termination Date. There is no aggregate minimum requirement for the Offering to become effective, therefore, we reserve the right, subject to applicable securities laws, to begin applying “dollar one” of the proceeds from the Offering towards our business strategy, development expenses, offering expenses and other uses as more specifically set forth in this offering circular (“Offering Circular”). We expect to commence the sale of the Shares as of the date on which the offering statement of which this Offering Circular is a part (the “Offering Statement”) is qualified by the United States Securities and Exchange Commission (the “SEC”).

Investing in our Common Stock involves a high degree of risk. See “Risk Factors” for a discussion of certain risks that you should consider in connection with an investment in our Common Stock.

THE U.S. SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

|                                 | Price to Public     | Commissions | Proceeds to the Company* |
|---------------------------------|---------------------|-------------|--------------------------|
| Per Share                       | \$ 0.02             | \$ 0.00     | \$ 0.02                  |
| Maximum Offering <sup>(1)</sup> | \$ 40,145,003.96(2) | \$ 0.00     | \$ 10,000,000.00         |

**GENERALLY, NO SALE MAY BE MADE TO YOU IN THIS OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN TEN PERCENT (10%) OF THE GREATER OF YOUR ANNUAL INCOME OR YOUR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(D)(2)(I)(C) OF REGULATION A. FOR GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO WWW.INVESTOR.GOV.**

(1) Does not include expenses of the Offering, including but not limited to, fees and expenses for marketing and advertising of the Offering, media expenses, fees for administrative, accounting, audit and legal services, FINRA filing fees, fees for EDGAR document conversion and filing, and website posting fees, estimated to be as much as \$50,000.

(2) \$30,145,003.96 is being offered by the Selling Shareholders described herein.

**THE SECURITIES UNDERLYING THIS OFFERING STATEMENT MAY NOT BE SOLD UNTIL QUALIFIED BY THE SECURITIES AND EXCHANGE COMMISSION. THIS OFFERING CIRCULAR IS NOT AN OFFER TO SELL, NOR SOLICITING AN OFFER TO BUY, ANY SHARES OF OUR COMMON STOCK IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH SALE IS PROHIBITED.**

**INVESTMENT IN SMALL BUSINESS INVOLVES A HIGH DEGREE OF RISK, AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS THEY CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. SEE “RISK FACTORS” FOR A DISCUSSION OF CERTAIN RISKS YOU SHOULD CONSIDER BEFORE PURCHASING ANY SHARES IN THIS OFFERING.**

**AN OFFERING STATEMENT PURSUANT TO REGULATION A RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION, WHICH WE REFER TO AS THE COMMISSION. INFORMATION CONTAINED IN THIS PRELIMINARY OFFERING CIRCULAR IS SUBJECT TO COMPLETION OR AMENDMENT. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED BEFORE THE OFFERING STATEMENT FILED WITH THE COMMISSION IS QUALIFIED. THIS PRELIMINARY OFFERING CIRCULAR SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR MAY THERE BE ANY SALES OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL BEFORE REGISTRATION OR QUALIFICATION UNDER THE LAWS OF ANY SUCH STATE. WE MAY ELECT TO SATISFY OUR OBLIGATION TO DELIVER A FINAL OFFERING CIRCULAR BY SENDING YOU A NOTICE WITHIN TWO (2) BUSINESS DAYS AFTER THE COMPLETION OF OUR SALE TO YOU THAT CONTAINS THE URL WHERE THE FINAL OFFERING CIRCULAR OR THE OFFERING STATEMENT IN WHICH SUCH FINAL OFFERING CIRCULAR WAS FILED MAY BE OBTAINED.**

**The date of this Offering Circular is September 17, 2021.**

This Company:

- ☐ Has never conducted operations.
- ☒ Is in the development stage.
- ☒ Is currently conducting operations.
- ☐ Has shown a profit in the last fiscal year.
- ☐ Other (Specify): (Check at least one, as appropriate)

This offering has been registered for offer and sale in the following states: None

---

## TABLE OF CONTENTS

|  |    |
|--|----|
| <a href="#"><u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u></a>       | ii |
| <a href="#"><u>SUMMARY</u></a>   | 1  |
| <a href="#"><u>THE COMPANY</u></a>   | 2  |
| <a href="#"><u>RISK FACTORS</u></a>  | 20 |
| <a href="#"><u>USE OF PROCEEDS</u></a>   | 32 |
| <a href="#"><u>SELLING SHAREHOLDERS</u></a>  | 34 |
| <a href="#"><u>DETERMINATION OF OFFERING PRICE</u></a>                                 | 35 |
| <a href="#"><u>DILUTION</u></a>  | 36 |
| <a href="#"><u>MANAGEMENT'S DISCUSSION AND ANALYSIS AND RESULTS OF OPERATIONS</u></a>  | 37 |
| <a href="#"><u>OUR BUSINESS</u></a>  | 41 |
| <a href="#"><u>DESCRIPTION OF PROPERTY</u></a>   | 43 |
| <a href="#"><u>DIRECTORS, EXECUTIVE OFFICERS &amp; CORPORATE GOVERNANCE</u></a>        | 44 |
| <a href="#"><u>EXECUTIVE COMPENSATION</u></a>  | 48 |
| <a href="#"><u>CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS</u></a>            | 49 |
| <a href="#"><u>SECURITY OWNERSHIP OF MANAGEMENT &amp; CERTAIN SECURITY HOLDERS</u></a> | 49 |
| <a href="#"><u>DESCRIPTION OF SECURITIES</u></a>                                       | 50 |
| <a href="#"><u>MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS</u></a>        | 51 |
| <a href="#"><u>PLAN OF DISTRIBUTION</u></a>  | 52 |
| <a href="#"><u>ADDITIONAL INFORMATION ABOUT THE OFFERING</u></a>                       | 54 |
| <a href="#"><u>LEGAL MATTERS</u></a>   | 56 |
| <a href="#"><u>EXPERTS</u></a>   | 56 |
| <a href="#"><u>WHERE YOU CAN FIND MORE INFORMATION</u></a>                             | 56 |
| <a href="#"><u>SIGNATURES</u></a>  | 57 |

We are offering to sell, and seeking offers to buy, our securities only in jurisdictions where such offers and sales are permitted. You should rely only on the information contained in this Offering Circular. We have not authorized anyone to provide you with any information other than the information contained in this Offering Circular. The information contained in this Offering Circular is accurate only as of its date, regardless of the time of its delivery or of any sale or delivery of our securities. Neither the delivery of this Offering Circular nor any sale or delivery of our securities shall, under any circumstances, imply that there has been no change in our affairs since the date of this Offering Circular. This Offering Circular will be updated and made available for delivery to the extent required by the federal securities laws.

Unless otherwise indicated, data contained in this Offering Circular concerning the business of the Company are based on information from various public sources. Although we believe that these data are generally reliable, such information is inherently imprecise, and our estimates and expectations based on these data involve a number of assumptions and limitations. As a result, you are cautioned not to give undue weight to such data, estimates or expectations.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements under “**Summary**,” “**Risk Factors**,” “**Management’s Discussion and Analysis of Financial Condition and Results of Operations**,” “**Our Business**” and elsewhere in this Offering Circular constitute forward-looking statements. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar matters that are not historical facts. In some cases, you can identify forward-looking statements by terms such as “*anticipate*,” “*believe*,” “*could*,” “*estimate*,” “*expect*,” “*intend*,” “*may*,” “*plan*,” “*potential*,” “*should*,” “*will*” and “*would*” or the negatives of these terms or other comparable terminology.

You should not place undue reliance on forward looking statements. The cautionary statements set forth in this Offering Circular, including in “*Risk Factors*” and elsewhere, identify important factors which you should consider in evaluating our forward-looking statements. These factors include, among other things:

- Our ability to effectively execute our business plan;
- Our expectations regarding demand for and market acceptance of our brand and service;
- Our ability to retain and increase our student enrollment;
- Our ability to engage, train and retain new teachers;
- Relevant government policies and regulations relating to our corporate structure, business, and industry; and
- General economic and business conditions; and our future business development, results of operations, funding, and financial condition.

Although the forward-looking statements in this Offering Circular are based on our beliefs, assumptions, and expectations, taking into account all information currently available to us, we cannot guarantee future transactions, results, performance, achievements, or outcomes. No assurance can be made to any investor by anyone that the expectations reflected in our forward-looking statements will be attained, or that deviations from them will not be material and adverse. We undertake no obligation, other than as may be required by law, to re-issue this Offering Circular or otherwise make public statements updating our forward-looking statements.

## SUMMARY

*This summary highlights selected information contained elsewhere in this Offering Circular. This summary is not complete and does not contain all the information that you should consider before deciding whether to invest in our Common Stock. You should carefully read the entire Offering Circular, including the risks associated with an investment in the company discussed in the “**Risk Factors**” section of this Offering Circular, before making an investment decision. Some of the statements in this Offering Circular are forward-looking statements. See the section entitled “**Cautionary Statement Regarding Forward-Looking Statements.**”*

### The Offering

|                           |  |
|---------------------------|--|
| Securities offered by us: | Up to 500,000,000 shares of Common Stock. 1,507,250,198 shares of Common Stock are being offered by the Selling Shareholders |
|---------------------------|--|

|   |   |
|---|---|
| Common Stock outstanding before the Offering: | 1,728,095,062 shares (based on number of shares outstanding as of September 3, 2021). |
|---|---|

|  |   |
|--|---|
| Common Stock outstanding after the Offering: | 2,228,095,062 shares (based on number of shares outstanding as of September 3, 2021). |
|--|---|

|                          |   |
|--------------------------|---|
| Market for Common Stock: | Our common stock is quoted on the OTC Pink Markets under the symbol “QOEG.” |
|--------------------------|---|

|                     |          |
|---------------------|----------|
| Minimum Investment: | \$10,000 |
|---------------------|----------|

## THE COMPANY

### Our Corporate History

Quality Online Education Group Inc. (the “Company”) was incorporated on September 20, 2007 as Life Nutrition Products, Inc. and was previously a dietary supplement company specializing in the development marketing and distribution of all natural, proprietary, dietary supplements under the names Trim For Life® Appetite Control and Trim For Life® Energy Formula. Pursuant to a Certificate of Amendment to our Certificate of Incorporation filed with the State of Delaware and effective as of July 19, 2013, LNP changed its corporate name to “ADGS Advisory, Inc.”. On May 14, 2021, the Company changed its name to Quality Online Education Group Inc., and its symbol to “QOEG.”

On September 7, 2010, the Company entered into a Share Exchange Agreement (the “Conqueror Share Exchange Agreement”) with Conqueror Group Limited, a Hong Kong corporation (“Conqueror”) and Acumen Charm Ltd., a British Virgin Islands corporation (the “Conqueror Shareholder”). Pursuant to the Conqueror Share Exchange Agreement, at the closing of the transaction contemplated in the Conqueror Share Exchange Agreement (the “Conqueror Transaction”), the Company was to acquire 100% of the issued and outstanding capital stock of Conqueror from the Conqueror Shareholder, making Conqueror a wholly-owned subsidiary of the Company.

The Closing was to transpire on or before January 31, 2011 but it did not occur by that date. However, as of May 11, 2011, among other things, Michael M. Salerno, the Company’s then sole officer and director, resigned as an officer and director of the Company, and appointed Chu Zhanjun and Li Gang as directors, and Chu Zhanjun as President, Chief Executive Officer and Principal Financial Officer of the Company, each a designee of Conqueror. As a result, a change in control occurred, due to the resignation of Mr. Salerno as sole officer and director, appointment of Mr. Chu as President, Chief Executive Officer and Principal Financial Officer of the Company, and appointment of Mr. Chu and Mr. Li as directors. At the time, the parties anticipated that the transaction contemplated by the Conqueror Share Exchange Agreement would not be completed at any time in future.

On December 7, 2012, LNP entered into the Original Exchange Agreement with ADGS and ADGS Holding. Pursuant to the Original Exchange Agreement, at the closing of the transaction contemplated thereunder (the “Transaction”), we agreed to acquire 100% of the issued and outstanding capital stock of ADGS, making ADGS a wholly-owned subsidiary of the Company. On March 28, 2013, we entered into an amendment (the “Amendment”) to the Original Exchange Agreement (the Original Exchange Agreement, as amended is referred to in this report as the “Exchange Agreement”) pursuant to which we agreed to acquire all of the outstanding shares of Almonds Kisses Limited (BVI), a British Virgin Islands company (“Almonds Kisses BVI”), from the eight shareholders of Almonds Kisses BVI (the “Shareholders”), instead of the shares of ADGS, on the same terms and conditions set forth in the Exchange Agreement. Almonds Kisses BVI is the owner of 100% of the issued and outstanding capital stock of ADGS. The Original Exchange Agreement incorrectly indicated that such owner was ADGS Holdings which error was corrected in the Amendment. The Shareholders are Tong Wing Yee, Tong Wing Shan, Tso Yin Yee, Pang Yiu Kwong, Sin Kok Ho, Fahy Roase-Collette, Tsang Kwai Chun and ADGS Holdings, each of whom executed the Amendment. In addition, on March 28, 2013, the parties to the Exchange Agreement entered into an Extension Agreement (the “Extension Agreement”) extending the closing date of the Transaction to on or before April 15, 2013.

Thus, upon consummation of the Acquisition which occurred on April 12, 2013, Almonds Kisses BVI became our wholly-owned subsidiary and the former shareholders of Almonds Kisses BVI became our controlling shareholders, and Almond Kisses BVI in turn owns all of the issued and outstanding capital stock of ADGS. In January 2013, Almonds Kisses BVI also became the owner of 100% of the issued and outstanding capital stock of Vantage, a Hong Kong corporation. Almond Kisses (BVI) in turn also owns all of the issued and outstanding capital stock of Vantage. ADGS owns 80% of ADGS Tax Advisory Limited (“ADGS Tax”) which is a Hong Kong incorporated holding company, and ADGS Tax owns a 30% interest in Dynamic Golden Limited which is also a Hong Kong incorporated company.

Almonds Kisses BVI was incorporated on March 1, 2011 as a limited liability company in the British Virgin Islands (“BVI”) and, as originally constituted, was owned by the eight Shareholders identified above. ADGS is a Hong Kong corporation which was incorporated on April 28, 2011 and, as originally constituted, was solely owned by Tong Wing Yee and Tong Wing Shan (two of the shareholders of Almonds Kisses BVI) until being acquired by Almonds Kisses BVI pursuant to a transaction completed on April 30, 2011 in contemplation of the Acquisition. In this regard and in anticipation of effecting a transaction which resulted in the Acquisition, on April 30, 2011 Tong Wing Yee and Tong Wing Shan exchanged their shares for additional shares in Almonds Kisses BVI in order to create a BVI holding company structure for the operating business. British Virgin Islands holding companies have been utilized in Hong Kong for many years by entrepreneurs undertaking business in Hong Kong. Management believes such structure may provide certain advantages in the future in that shares held in a Hong Kong corporation are subject to a fairly substantial stamp duty on the transfer of any of such shares while the transfer of shares in a BVI company is not subject to any stamp duty in the BVI. In addition, Management further believes the BVI holding company structure may provide other benefits in the future including more corporate flexibility in that mergers can be effected by a BVI company compared to Hong Kong where a Hong Kong company is not able to merge with any entity insofar that a merger is not provided for under the Hong Kong Companies Ordinance.

On July 19, 2013, Life Nutrition Products, Inc. changed its name to ADGS Advisory, Inc. The Company also changed its symbol from LIPN to ADGS on such date. ADGS Advisory, Inc. is a holding company.

On December 11, 2019, Rhonda Keaveney purchased 1,000,000 shares of Convertible Preferred Series A Stock from the Company, resulting in Ms. Keaveney gaining voting control of the Company

On January 30, 2020, Rhonda Keaveney sold the controlling voting shares to Golden Panegyric Inc., and a change of control took place.

On June 26, 2020, Golden Panegyric Inc. sold the controlling voting shares to Xuye Wu, and a change of control took place.

On August 31, 2020, pursuant to the Share Exchange Agreement, the Company acquired Quality Online Education Group Inc., an Ontario company, in exchange for 3 Billion (3,000,000,000) shares of common stock of the Company, and a change of control occurred.

On May 14, 2021, the Company changed its name to Quality Online Education Group Inc., and its symbol to “QOEG.”

#### **Our Office**

Our principal executive office is located at #306- 650 Highway 7 East Richmond Hill, ONT L4B2N7 Canada.

## **Our Website**

www.qualityonline.education

## **Our Business Objectives**

Our principal business objective is to maximize shareholder returns through our online English programs for K12 and adults, white-label online tutoring services, and end-to-end management software solutions for education institutions. The company's primary business is in educational services delivered through online and mobile education platforms that enable students around the world to take live interactive English lessons with highly qualified English native speaking teachers. We also provide professional recruitment services for education organizations seeking educators.

## **Our Mission**

Our Mission is to develop students' self-confidence so they can reach their goals through an enjoyable yet efficient learning experience.

## **Products**

We have designed a holistic learning solution that enhances effective learning through the integration of live lessons, practice, and mentoring. Our academic materials for K12 students include pre-reading, picture books, videos, and songs. Through our custom-built mobile solutions, students and parents can set their goals and follow student progress in a one-stop service. Before taking lessons, students preview course materials using exercises and illustrations, supported by a pronunciation recognition and rating system. Our teaching assistants mentor students by coaching them on the proper learning methods and attending to their needs throughout the learning process. In August 2021, we introduced a new product line for the International English Language Testing System (IELTS) exam preparation course for adults. We have designed a holistic learning solution that enhances effective learning through the integration of live lessons, practice, assessment, and mentoring. Our live lessons allow for frequent interactions between students and teachers, which is a key factor in improving English communication skills. Assessments includes post-lesson quizzes and IELTS mock exams, both of which help students better assess their learning outcome and identify areas for improvement.

### *Live lessons*

One on one online lessons with native English speaker teachers

A majority of our students take live one-on-one lessons. Lessons are typically 25 minutes long. Teachers and students interact using real-time audio and visual streaming technology. Our teachers provide instructions using our standardized curriculum. Teachers are allowed to adjust the pace of each lesson according to student performance and reaction, thus accommodating students across all learning curves.

In order to give students a consistent and seamless learning experience, we arrange the same teacher for most of the classes for each student, and the teaching assistants regularly review the feedback from students, their parents, and the teachers.

We pack our lessons into 3 groups – 75 lessons valid for 9 months, 150 lessons valid for 18 months, and 300 lessons valid for 36 months. The unit lesson price is different regarding the package the students choose and the teacher's teaching experience and background, ranging from USD \$6.5 to \$17.2.

### *Small class lessons with native English speaker teachers*

In April 2021, we launched our small class program to give students more options that cater to their needs to learn with peers, with a fixed schedule, fixed classmates, and fixed teachers.

Students opting in for small class lessons will choose a class with a fixed teacher designated for the class and a fixed weekly schedule for a period of approximately three months. Students will take two lessons each week. Each lesson comprises two 25-minute sessions. Each small class is composed of up to four students. The small class lesson format encourages students to interact with the teachers and classmates and engage students in the in-class environment through learning with the same groups of classmates and teachers every time.

We offer the lesson in 3 groups – autumn term package, spring term package, and 1-year package. About 60 lessons for each term and 120 lessons for 1 year. The unit lesson price is USD \$ 4.15.

### *Effective Practice*

Students are encouraged to preview course materials through our APP platform. Pre-lesson learning is particularly important, as such a process allows young students to engage in more productive interactions with teachers during live lessons.

Our pre-lesson studying system contains key vocabulary, word pronunciation practice, and grammar learning points. Our system is interactive, featuring audio functions that allow students to hear the correct pronunciation of key vocabulary words and model sentences. Students can record their pronunciation of individual words to be graded by our system. To build a more instinctive understanding of the English language for our students, our pre-lesson studying system relies on cartoons or interesting graphic stories to explain the meaning of vocabulary and phrases, rather than simply presenting the translation.

### *Mentoring by the Chinese service team*

We maintain a pool of service teams or teachers for our students all around the world. In China, our local service team hosts regular preview and review lessons as part of the program. We also recently initiated our service in France, Brazil, Italy and Vietnam. We are planning to hire local service teams as our customer base in these countries. We have established stringent selection criteria and will make hiring decisions based on English proficiency, academic qualifications, and teaching experience.

### *Business Partners*

We also provide a one-stop educational service to our business partners, including recruiting native English speaker tutors, customizing teaching content, and training the tutors. We provide native English speaker tutor recruiting and training services to business customers. Given the interactive nature of our lessons and targeting students, we seek to engage teachers who have a strong command of the English language and good communication skills. Prospective candidates must go through a resume screening, phone interview screening, pre-service orientation, new teacher training, and demonstration to be qualified to deliver live lessons to our students. We also leverage the native English speaker tutor recruiting and training services to business customers.

### *Teacher engagement*

Our teachers from the Philippines and North America have high English proficiency and experience in service industries or the education industry. The individual skill sets and backgrounds of prospective teachers, combined with our rigorous selection and training program, have enabled us to build a team of passionate and patient teachers who are highly qualified to assist students in meeting their learning objectives. The majority of our teachers are university graduates in the Philippine, including many from reputable universities, medical and nursing schools, as well as experienced teachers. For our American Academy program, we mainly engage teachers from North America with primary school and kindergarten teaching experience.

We attract applicants through various online social media platforms and career websites and regularly participate in job fairs in the Philippines.

We provide the recruiting service to business partners, help them establish online English courses.

### *Teacher training and development*

Through the ongoing online enhancement of teaching methods and teacher training centers in the Philippines, most of our teachers can develop the skills to communicate key learning points more effectively to our students. We believe that empowering our teachers with these skills is essential to improve the student experience and ensuring that our students receive a quality education. We also add requirements and customize the training content according to the demand of the business customers.

The newly engaged teachers are generally required to undergo standard training programs that focus on the curriculum from us or business customers, teaching skills in a live lesson setting, as well as the learning about the behavior and objectives of different types of students. After completing our new teacher training program, the candidates will be assessed by our team of experienced evaluators before they are allowed to offer lessons on our platform or start the service for our business customers.

The teachers are ranked according to student feedback and peer evaluation process. Teachers must accumulate the required amount of teaching hours, maintain high student ratings, and complete the training modules to get a promotion or salary increase. Our training program is updated and customized based on changes to our curriculum, the demand of business customers, and feedback from our quality assurance team and students.

### **Description of the Business**

Quality Online Education Group Inc. (QOEG) is an E-learning company that provides comprehensive online lessons to students in different parts of the world. We deliver quality education to students and noticeable results from our passionate teachers and teaching assistants. We combined Education and Entertainment (Edu-tainment) as part of our method. It is our mission to develop confidence in our students so they can reach their goals with happiness and efficiency! The main business scope of the Group includes K12 English Online education services, courseware development, an exam preparation course of International English Language Testing System (IELTS) for adults, and Education-technology platform development.

### **Our Strategy – Business Plan**

Quality Online Education Group, QOEG's operating company, was founded in August 2018 in Ontario Canada with a global reach. We provide comprehensive online English lessons to students around the world. English education resources are unbalanced between areas. The students in tier 2 and tier 3 China cities, as well as in some of the Southeast Asia and European countries are extremely under-served. To address this unmet need, we have developed online and mobile education platforms, customized the content and optimized the marketing method to provide high quality yet affordable products that enable students around the world to take live English lessons with English native speaking teachers. We connect our students with highly qualified foreign teachers. The teachers have gone through our rigorous selection and training process before they deliver lessons to the students. We hire, train, and manage our tutors for North America and the Philippines.

Our market consists of students from K12 to adults. The lessons we provide are focused on the interaction and application of English as well as test preparation such as IELTS.

While remaining based in Canada, we have successfully launched a direct selling model through Mommy Influencer in a few tier-2 cities in China. We also launched the same marketing plan in Italy and France. This business model is cost-effective, enabling us to save significant sales and marketing dollars and build a stronger cash flow outlook compared to the competitors who only use online advertising.

We are also launching small group lessons, one teacher teaches 2-4 students online at the same time, which unit price is lower than other competitors, which may be affordable for more students in our target cities yet with a higher margin.

We intend to further develop our sales of our online products through making it available and recognized in more cities, in China and expanding to more countries in need of English teaching resources. Moreover, we anticipate a greater margin of profit by increasing the student retention rate and launching new product lines, like group lessons.

### **Competitive Conditions**

The online English education services market in general is fragmented, rapidly evolving, and highly competitive. We also face competition from other online and mobile platforms or internet companies that plan to expand their business into English education.

We believe that the principal competitive factors in our markets include the following:

- scope and quality of course offerings;
- quality and performance of the teachers;
- overall student experience and satisfaction;
- ability to effectively market course offerings to target customer groups, and
- cost-effectiveness of courses;

We believe that we are well-positioned to effectively compete in the selected cities' market in which we operate on the basis of our innovative approach to acquire students, scalable and efficient business model, extensive and high-quality teacher network, high course quality, and experienced management team caring about all the stakeholders including students, parents of our students, business partners, as well as the tutors.

However, some of our current or future competitors may have longer operating histories, greater brand recognition, or greater financial, technical, or marketing resources than we do. For a discussion of risks related to competition, see more discussion in "Risk Factors".

## **Sales and Marketing**

### To customer business marketing and sales

We market our platform through a combination of online social media and offline channels, and we also generate sales leads through referrals, which we called "The Mommy Influencer Sales". We plan to enter and provide our online lessons in about 200 mid-large cities, whose population between 500K-5M, in the next couple of years.

#### *The Mommy Influencers*

We have historically generated a significant percentage of our sales leads through word-of-mouth referrals by our students and their parents in K-12 product lines. New enrollments through word-of-mouth referrals have benefited from the rapid growth in our student base, as well as our reputation, brand, and the proven learning results of our students. We integrated social network functionalities into our mobile app, such as sharing functions with WeChat, to encourage students to share their learning experiences with their friends. We believe the rapid growth of our K-12 student base, greater brand awareness, and the success of our K-12 students in achieving their English learning objectives lead to more word-of-mouth referrals and the purchase of larger course packages by our K-12 students initially.

We have a KOL (Key Opinion Leader) marketing ecosystem in online and offline communities, including online social media groups and offline training camps. The KOLs bring significant leads to our sales team. We pay influencers when their referrals end up buying the products. It's known in marketing circles as fission sales. To support this sales model, we developed a virtual campus system and recruit headmasters for the virtual campus. Each headmaster manages a group of mommy influencers who provide leads to our telemarketing team.

Our telemarketing teams follow-up on sales leads by providing additional information and support and trying to convince prospective students to enroll in our free trial lessons. Our course consultants then follow up with prospective students who have taken our free trial lessons and promote course packages most suited to each student's background, proficiency, and learning objectives.

#### *Branding*

We are focused on promoting our brand and increasing the overall effectiveness of our sales and marketing efforts. In 2019, we engaged Chris Downs, an educator, author, teacher, celebrity, and popular guest star of a TV series and movies in China. We believe Chris's success in his career and image echoes with our company principle on delivering good quality education for all the students.

### To business marketing and sales

We also provide online English tutor solutions to business customers by direct sales model. We help the business customers build up their own brand online English lessons or add native English speaker tutors. Many small-medium education centers and institutions around the globe are interested in expanding their product line to foreign teacher English lessons, for example, after school tutoring centers, kid's picture book clubs, immigration agencies etc.

We provide holistic solutions to business customers including recruiting, training, and managing the tutors. Our dedicated corporate sales force regularly communicates with potential business clients in every city we enter.

## Regulation

While our classes are taught and originate in Canada, our students are mostly in China at this point but expanding in France and Italy. Therefore, we must follow a legal regime created and made by PRC lawmakers consisting of the National People's Congress, or the NPC, the country's highest legislative body, the State Council, the highest authority of the executive branch of the PRC central government, and several ministries and agencies under its authority, including the Ministry of Education, or the MOE, the Ministry of Industry and Information Technology, or the MIIT, the State Administration for Market Regulation (formerly known as the State Administration for Industry and Commerce), or the SAMR, and the National Press and Publication Administration (formerly known as the State Administration of Press Publication Radio Film and Television). This section summarizes the principal PRC regulations related to our business.

### *Regulation Relating to Value-added Telecommunications Services*

On September 25, 2000, the State Council issued the PRC Regulations on Telecommunications, or the Telecommunications Regulations, as last amended on February 6, 2016, to regulate telecommunications activities in China. The Telecommunications Regulations divided the telecommunications services into two categories, namely "infrastructure telecommunications services" and "value-added telecommunications services." Pursuant to the Telecommunications Regulations, operators of value-added telecommunications services, or VATS, must first obtain a Value-added Telecommunications Business Operating License, or VATS License, from the MIIT or its provincial level counterparts. On July 3, 2017, the MIIT promulgated the Administrative Measures on Telecommunications Business Operating Licenses, which set forth more specific provisions regarding the types of licenses required to operate VATS, the qualifications and procedures for obtaining such licenses and the administration and supervision of such licenses.

The Classified Catalog of Telecommunications Services (2015 Version), or the 2015 MIIT Catalog, effective on March 1, 2016 and as amended on June 6, 2019, defines information services as "the information services provided for users through public communications networks or internet by means of information gathering, development, processing and the construction of the information platform." Moreover, information services continue to be classified as a category of VATS and are clarified to include information release and delivery services, information search and query services, information community platform services, information real-time interactive services, and information protection and processing services under the 2015 MIIT Catalog.

The Administrative Measures on Internet Information Services, or the ICP Measures, promulgated by the PRC State Council and as last amended on January 8, 2011, sets forth more specific rules on the provision of internet information services. According to the ICP Measures, any company that engages in the provision of commercial internet information services must obtain a sub-category VATS License for Internet Information Services, or the ICP License, from the relevant government authorities before providing any commercial internet information services within the PRC. Pursuant to the above-mentioned regulations, "commercial internet information services" generally refer to provision of specific information content, online advertising, web page construction and other online application services through the internet for profit making purpose. According to the ICP Measures, internet information service providers cannot produce, duplicate, publish or disseminate information that (i) is against any fundamental principles set out in the Constitution Law of China; (ii) endangers the national security, leaks the national secrets, incites to overthrow the national power, or undermines the national unity; (iii) damages the national honor or interests; (iv) incites the ethnic hatred and ethnic discrimination or undermines the solidarity among all ethnic groups; (v) undermines the national policies on religions and advocates religious cults and feudal superstition; (vi) disseminates rumors to disrupt the social order and undermines the social stability; (vii) disseminates the obscene materials, advocates gambling, violence, killing and terrorism, or instigates others to commit crimes; (viii) humiliates or defames others or infringes the legitimate rights and interests of others; and (ix) is otherwise prohibited by laws and regulations.

In addition to the Telecommunications Regulations and the other regulations discussed above, the provision of commercial internet information services on mobile internet apps is regulated by the Administrative Provisions on Mobile Internet Applications Information Services, which was promulgated by the Cyberspace Administration of China, or the CAC, on June 28, 2016 and came into effect on August 1, 2016. The providers of mobile internet applications are subject to requirements under these provisions, including acquiring the qualifications and complying with other requirements provided by laws and regulations and being responsible for information security.

### *Regulation Relating to Private Education*

The Education Law of PRC, or the Education Law, sets forth provisions relating to the fundamental education systems of China, including a school system of pre-school education, primary education, secondary education and higher education, a system of nine-year compulsory education and a system of education certificates. The Education Law stipulates that the government formulates plans for the development of education, establishes and operates schools and other types of educational institutions, and in principle, enterprises, institutions, social organizations and individuals are encouraged to operate schools and other types of educational organizations in accordance with PRC laws and regulations.

On December 28, 2002, the Standing Committee of the National People's Congress, or the SCNPC, promulgated the Law for Promoting Private Education, or the Private Education Law, which was last amended on December 29, 2018. Pursuant to the Private Education Law, sponsors of private schools may choose to establish non-profit or for-profit private schools at their own discretion and the establishment of the private schools must be subject to approvals granted by relevant government authorities and registered with relevant registration authorities.

On April 7, 2021, the State Council promulgated the amended Regulations on the Implementation of the Law for Promoting Private Education of the PRC, or the Amended Implementation Regulations of Private Education Law, which will become effective on September 1, 2021. The Amended Implementation Regulations of Private Education Law provides that, among others, carrying out online education activities using internet technology is encouraged by the State and shall be in compliance with internet management related laws and regulations. A private school engaging in online education activities using internet technology shall obtain relevant private school operating permit. Moreover, it shall establish and implement internet security management systems and technical measures for security protection. Upon discovery of any information of which the release or transmission is prohibited by relevant laws or regulations, the private school shall immediately stop the transmission thereof and take measures such as deletion so as to prevent the information from spreading. Relevant records shall be kept and reported to the relevant competent authorities.

### *Regulation Relating to After-school Tutoring and Educational Apps*

On February 13, 2018, the MOE, the Ministry of Civil Affairs, the Ministry of Human Resources and Social Security and the SAMR jointly promulgated the Circular on Alleviating After-school Burden on Primary and Secondary School Students and Implementing Inspections on After-school Training Institutions, pursuant to which the government authorities will carry out a series of inspections on after-school training institutions and order those with material potential safety risks to suspend business for self-inspection and rectification and those without proper establishment licenses or school operating permits to apply for relevant qualifications and certificates under the guidance of competent government authorities. Moreover, after-school training institutions must file with the local education authorities and publicly present the classes, courses, target students, class hours and other information relating to their academic training courses (primarily including courses on Chinese and mathematics). After-school training institutions are prohibited from providing academic training services beyond the scope or above the level of school textbooks, or organizing any academic competitions (such as Olympiad competitions) or level tests for students of primary and secondary schools. In addition, primary and secondary schools may not reference the student's performance in the after-school training institutions as one of admission criteria.

On August 6, 2018, the General Office of the State Council issued the Opinion on the Regulation of the Development of After-school Training Institutions, or State Council Circular 80, which primarily regulates the after-school training institutions targeting students in elementary and middle schools. State Council Circular 80 reiterates prior guidance that after-school training institutions must obtain a private school operating permit, and further requires such institutions to meet certain minimum requirements. For example, after-school training institutions are required to (i) have a training premise that satisfies specific safety criteria, with an average area per student of no less than three square meters during the applicable training period; (ii) comply with relevant requirements relating to fire safety, environmental protection, hygiene, food operation and others; (iii) purchase personal safety insurance for their students to reduce safety risks; and (iv) avoid hiring any teachers who are working concurrently in primary or secondary schools, and ensure that teachers tutoring in academic subjects (such as Chinese, mathematics, English, physics, chemistry and biology) have the corresponding teacher qualification licenses. In addition, after-school training institutions are prohibited from carrying out exam-oriented training, training that goes beyond the school syllabus, training in advance of the corresponding school schedule or any training activities associated with student admission, and they are not allowed to organize any level test, rank examination or competition on academic subjects for primary and secondary students. The training content of after-school training institutions cannot exceed the corresponding national curricular standards and training progress shall not be more accelerated than the corresponding progress of local schools. According to State Council Circular 80, after-school training institutions are also required to disclose and file relevant information regarding the institution, including their training content, schedule, targeted students and school timetable to the relevant education authority, and their training classes may not end later than 8:30 p.m. each day or otherwise conflict with the teaching time of local primary and secondary schools. Course fees can only be collected for courses in three months or shorter installments. Moreover, State Council Circular 80 requests that competent local authorities formulate relevant local standards for after-school training institutions within their administrative area. If an overseas listed after-school training institution publicizes overseas any periodical report, or any interim report on material adverse effect on its operation, it must concurrently publish the information in Chinese on its official website (or on the disclosure platform for securities exchange information in the absence of an official website). With respect to online education service providers, State Council Circular 80 provides a principle that regulatory authorities of networking, culture, information technology, radio and television industries should cooperate with regulatory authorities of education in supervising online education in their relevant industry. On May 6, 2020, the General Office of the MOE promulgated the Notice on the Negative List of Advanced Trainings for Six Compulsory Education Subjects (for Trial Implementation), which, in accordance with the State Council Circular 80, prohibits after-school training institutions from providing advanced trainings that do not follow the formal school curricula to the students in primary school and secondary school, and further defined activities that will be regarded as advanced training in the subjects of Chinese, mathematics, English, physics, chemistry and biology.

To strengthen the prevention and control of myopia among children and teenagers, the MOE, the SAMR, and certain other government authorities issued the Comprehensive Implementation Plan for Myopia Control in Children and Teenagers in August 2018, which requires, among others, that the schools (i) shall use electronic devices based on the principal of necessity, shall not rely on electronic devices for teaching and homework assignment and shall rather assign paper-based homework in principle, and shall limit use of electronic devices to no more than 30% of total teaching time; and (ii) shall strictly implement the learning and development guidelines for children aged from 3 to 6, pay attention to the importance of child life and play and avoid “primary school” teaching.

On November 20, 2018, the General Office of the MOE, the General Office of the SAMR and the General Office of the Ministry of Emergency Management jointly issued the Notice on Improving the Specific Governance and Rectification Mechanisms of After-school Education Institutions, which provides that provincial regulatory authorities of education should be responsible for being filed with the training institutions that use internet technology to provide online training and target primary and secondary school students. Provincial regulatory authorities of education should supervise the online after-school training institutions based on the policies regulating the offline after-school training institutions. In addition, online after-school training institutions are required to file the information of their courses, such as names, contents, target students, syllabi and schedules with the relevant provincial regulatory authorities of education and publish the name, photo, class schedule and certificate number of the teacher qualification license of each teacher on their websites.

On December 25, 2018, the General Office of the MOE issued the Notice on Strictly Forbidding Harmful Apps in Primary and Secondary Schools, which stipulates, among other things, that (i) local primary schools, secondary schools and education departments, should conduct comprehensive investigations on Apps in their campus, and should call off using any Apps containing harmful contents (such as commercial advertisements and internet games) or increasing the burden to the students, and (ii) a filing and reviewing system of learning Apps should be established.

On August 10, 2019, the MOE, jointly with certain other PRC government authorities, issued the Opinions on Guiding and Regulating the Orderly and Healthy Development of Educational Mobile Apps, or the Opinions on Educational Apps, which requires, among others, mobile Apps that provide services for school teaching and management, student learning and student life, or home-school interactions, with school faculties, students or parents as the main users and with education or learning as the main application scenarios, are educational Apps, which should be filed with competent provincial regulatory authorities for education. The Opinions on Educational Apps also requires, among others, that (i) each provider of educational Apps should obtain the ICP License or complete the ICP filing and obtain the certificate and the grade evaluation report for graded protection of cybersecurity before the completion of filing; (ii) the educational Apps with main users under the age of 18 should limit the use time of its App, specify the range of suitable ages, and strictly monitor the content in its App; (iii) if any educational App will be introduced as a mandatory App to students in any school, such educational App should be approved by the applicable school through its collective decision-making process and be filed with the competent regulatory authorities for education; and (iv) the educational Apps selected by regulatory authorities for education and schools as the teaching or management tools are not allowed to charge any fees to students or parents or offer any commercial advertisements or games. On November 11, 2019, the MOE issued the Administrative Measures on Filing of Educational Mobile Apps. In 2020, the MOE established a public channel that can be used to submit complaints with respect to educational apps and set a penalty points system based on the severity of the complaints. For serious complaints substantiated by relevant government authorities, an appropriate number of penalty points is recorded for the relevant educational app provider, and remedial measures also may be required. In the event that an educational app provider receives 12 or more penalty points within 12 months or certain types of serious complaints, the MOE may revoke such provider’s filing, blacklist such provider, remove its educational app from the app store, publicize the complaint or prohibit such provider from submitting any filings for six months. Complaints can be made against both educational app providers and users regarding a variety of matters including failure to file or obtain relevant permits; illegal or inappropriate information; inappropriate collection and use of personal information; and violation of relevant requirements for primary and secondary schools and online after-school training programs.

On June 10, 2020, the General Office of MOE and the General Office of SAMR promulgated the Notice on Issuing the Form of Service Contract for After-school Training Provided to Primary and Secondary School Students, which requires the local competent regulatory authorities to guide the relevant parties to use the form of service contract for after-school training activities provided to primary and secondary school students. The form of service contract covers the obligations and rights of parties involved in the after-school training, including detailed provisions on training fees, refund arrangement and default liabilities.

On October 16, 2020, the General Office of the MOE and the General Office of the SAMR jointly promulgated the Notice on the Centralized Rectification of After-school Tutoring Institutions' Illegal Acts of Infringing Consumers' Rights by Using Unfair Standard Terms. The Notice stipulates that local education and market regulation authorities shall increase the efforts for the investigation of after-school tutoring institutions' illegal acts which infringes consumers' rights by using unfair standard terms to exempt them from their own responsibility, increase consumers' liability and exclude consumers' legal rights.

The Minors Protection Law issued by the Standing Committee of the National People's Congress on September 4, 1991, was recently amended on October 17, 2020, which will take effect on June 1, 2021. According to the amended Minors Protection Law, kindergartens and after-school training institutions may not carry out primary school curriculum education for minors that are not yet school age, and online education products and services which are targeted at minors shall not include any links to online games or push any advertisements and other information irrelevant to teaching.

The General Office of the MOE enacted the Notice of Strengthening the Management of Homework for Compulsory Education on April 8, 2021, which requires that the local governments shall implement prohibition measures on leaving homework as an important part of the daily supervision on after-school training institutions in accordance with relevant regulations, and in order to avoid reducing the burden in schools but increasing the burden after-school, after-school training institutions shall not leave homework to primary and secondary school students.

#### *Regulation Relating to the Online After-School Training*

The MOE and certain other PRC government authorities jointly promulgated the Implementation Opinions on Regulating Online After-school Training, or the Online After-school Training Opinions, as effective on July 12, 2019. The Online After-school Training Opinions is to regulate academic after-school training involving internet technology provided to students in primary and secondary schools. The Online After-School Training Opinions requires, among others, that online after-school training institutions should file with the competent provincial regulatory authorities of education and such regulatory authorities of education, jointly with other provincial government authorities, should review the filings and qualifications of the online after-school training institutions.

With respect to the filing requirements, the Online After-school Training Opinions provides, among others, that (i) an online after-school training institution should file with the competent provincial regulatory authorities of education after it obtains the ICP License and the grade evaluation report for the graded protection of cybersecurity; (ii) the materials need to be filed by the online after-school training institutions include, among others, the materials related to the institution (such as the information on their ICP Licenses and other relevant licenses), the management systems used for protection of personal information and cybersecurity, the training content and the training personnel; and (iii) the competent provincial regulatory authorities of education should promulgate local implementing rules on filing requirements, which should focus on training institutions, training content and training personnel.

The Online After-school Training Opinions further provides that the competent provincial regulatory authorities of education should, jointly with other provincial government authorities, review the filings and qualifications of the online after-school training institutions, focusing on the following matters: (i) the training content should not include online games or other content or links irrelevant with the training itself, and should not be beyond the scope of relevant national school syllabus. No illegal publications may be published, printed, reproduced or distributed, and no infringement or piracy activities may be conducted during the training. The training content and data should be stored for more than one year, among which the live streaming teaching videos should be stored for more than six months; (ii) each course should not be longer than 40 minutes and should be taken at intervals of not less than 10 minutes, and the training time should not conflict with the teaching time of primary and secondary schools. Each live-streaming course provided to students receiving compulsory education should not end later than 9:00 p.m., and no homework should be left for primary school students in Grade 1 and Grade 2. The online after-school training platforms should have eye protection and parental supervision functions; (iii) the online after-school training institutions should not hire any teachers who are currently working at primary or secondary schools. Training personnel of academic subjects are required to obtain necessary teacher qualification licenses. The online after-school training institutions' platforms and course interfaces should present the names, photos and teacher qualification licenses of training personnel, and the learning, working and teaching experiences of foreign training personnel; (iv) with the consent of students and their parents, the online after-school training institutions should verify the identification information of each student, and should not illegally sell or provide such information to third parties. User behavior log must be kept for more than one year; (v) the charge items and standard and refund policy should be specifically presented on the training platforms. The prepaid fees can only be used for education and training purposes, and cannot be used for other investment activities. The periods for which tuition is charged shall be consistent with its respective curriculum and the online after-school training institutions shall not engage in excessive marketing, make false or misleading promotion, or overstate the effect of the product. If the prepaid fees are charged based on the number of classes, the prepaid fees are not allowed to be collected in a lump sum for more than 60 classes. If the prepaid fees are charged based on the length of the learning period, the prepaid fees are not allowed to be collected for a learning period of more than three months; and (vi) the online after-school training institutions with noncompliance or issues identified by the competent provincial regulatory authorities of education must complete the rectification, and would be subject to fines, administrative order to suspend operations or other administrative sanctions if they fail to complete the rectification in time.

On April 21, 2020, the Ministry of Human Resources and Social Welfare and other government authorities jointly promulgated the Notice of Implementing the Phased Measures of "Taking Certificate after Starting Career" for Certain Occupations under COVID-19, pursuant to which all college graduates who are eligible for the teacher qualification examination and meet the requirements of teacher qualification regarding ideological and political criteria, language skills and physical conditions are allowed to start to engage in the related work of education before obtaining the teacher qualification licenses. The teacher qualification licenses would not be a mandatory precondition for college graduates if they are hired prior to December 31, 2020.

#### *Regulation Relating to Online Transmission of Audio-Visual Programs*

To regulate the provision of audio-visual program services to the public via the internet, including through mobile networks, within the territory of the PRC, the State Administration of Press Publication Radio Film and Television, or the SAPPRFT (currently known as National Radio and Television Administration), and the MIIT jointly promulgated the Administrative Provisions on Internet Audio-Visual Program Service, or the Audio-Visual Program Provisions, on December 20, 2007, which was last amended on August 28, 2015. Under the Audio-Visual Program Provisions, "internet audio-visual program services" is defined as activities of producing, redacting and integrating audio-visual programs, providing them to the general public via the internet, and providing service for other people to upload and transmit audio-visual programs, and providers of internet audio-visual program services are required to obtain a License for Online Transmission of Audio-Visual Programs issued by the SAPPRFT, or complete certain registration procedures with the SAPPRFT. In general, providers of internet audio-visual program services must be either state-owned or state-controlled entities, and the business to be carried out by such providers must satisfy the overall planning and guidance catalog for internet audio-visual program service determined by the SAPPRFT.

On March 10, 2017, the SAPPRFT issued the Provisional Implementation of the Tentative Categories of Internet Audio-Visual Program Services, or the Categories, which revised the previous version issued on March 17, 2010. According to the Categories, there are four categories of internet audio and video programs services which are further divided into seventeen sub-categories. The third sub-category to the second category covers the making and editing of certain specialized audio-visual programs concerning, among other things, educational content, and broadcasting such content to the general public online.

#### *Regulation Relating to Internet Live Streaming Services*

On November 4, 2016, the CAC issued the Administrative Regulation on Internet Live Streaming Services, effective from December 1, 2016, according to which, "internet live streaming" is defined as the activities of continuously releasing real-time information to the public based on the internet in forms such as videos, audios, images and texts, and "internet live-streaming service providers" are defined as the operators that provide internet live-streaming platform service. In addition, the internet live-streaming service providers should take various measures during operation of their services, such as examining and verifying the authenticity of the identification information, and file such information for records.

On July 12, 2017, the CAC issued a Notice on Development of the Filing Work for Enterprises Providing Internet Live Streaming Services, which provides that all the companies providing internet live streaming services should file with the local authority since July 15, 2017, otherwise the CAC or its local counterparts may impose administrative sanctions on such companies.

Pursuant to the Circular on Tightening the Administration of Internet Live Streaming Services jointly issued by the MIIT, the Ministry of Culture and Tourism, or the MOCT, and several other government agencies on August 1, 2018, the live streaming services providers are required to file with the local public security authority within 30 days after they commence the service online.

#### *Regulation Relating to Production and Distribution of Radio and Television Programs*

The Administrative Measures on the Production and Operation of Radio and Television Programs, or the Radio and TV Programs Measures, promulgated by the SAPPRFT are applicable for establishing institutions that produce and distribute radio and television programs or for the production of radio and television programs like programs with a special topic, column programs, variety shows, animated cartoons, radio plays and television dramas and for activities like transactions and agency transactions of program copyrights. Pursuant to the Radio and TV Programs Measures, any entity that intends to produce or operate radio or television programs must first obtain the Permit for Production and Operation of Radio and TV Programs from the SAPPRFT or its local branches.

#### *Regulation Relating to Internet Culture Activities*

The Interim Administrative Provisions on Internet Culture, or the Internet Culture Provisions, which was promulgated by the Ministry of Culture, or MOC (currently known as the MOCT), on February 17, 2011 and last amended on December 15, 2017, requires internet information services providers engaging in commercial “internet culture activities” to obtain an internet culture business operating license from the MOC. “Internet cultural activity” is defined under the Internet Culture Provisions as an act of provision of internet cultural products and related services, which includes (i) the production, duplication, importation, and broadcasting of the internet cultural products; (ii) the online dissemination whereby cultural products are posted on the internet or transmitted via the internet to end-users, such as computers, fixed-line telephones, mobile phones, television sets and games machines, for online users’ browsing, use or downloading; and (iii) the exhibition and competition of the internet cultural products. In addition, “internet cultural products” is defined under the Internet Culture Provisions as cultural products produced, broadcast and disseminated via the internet, which mainly include internet cultural products especially produced for the internet, such as online music entertainment, online games, online shows and plays (programs), online performances, online works of art and online cartoons, and internet cultural products produced from cultural products such as music entertainment, games, shows and plays (programs), performances, works of art, and cartoons through certain techniques and duplicating those to internet for dissemination.

On May 14, 2019, the General Office of MOCT promulgated the Notice on Adjusting the Scope of Internet Culture Business Operating License and Further Standardize the Approval Work, which provides that online music, online shows and plays, online performances, online works of art, online cartoons, displays and games are the activities that fall in the scope of internet culture business operating license, and further clarifies that educational live streaming activities are not deemed as online performances.

#### *Regulation Relating to Online Publishing*

On February 4, 2016, the State Administration of Press, Publication, Radio, Film and Television, or the SAPPRFT (currently reformed into the State Administration of Press and Publication (National Copyright Bureau) under the Propaganda Department of the Central Committee of the Communist Party of China) and the MIIT jointly issued the Administrative Provisions on Online Publishing Services, or the Online Publishing Provisions, which came into effect on March 10, 2016. Under the Online Publishing Provisions, any entity providing online publishing services shall obtain an Online Publishing Services Permit. “Online publishing services” refer to the provision of online publications to the public through information networks; and “online publications” refer to digital works with publishing features such as having been edited, produced or processed and are available to the public through information networks, including: (i) written works, pictures, maps, games, cartoons, audio/video reading materials and other original digital works containing useful knowledge or ideas in the field of literature, art, science or other fields; (ii) digital works of which the content is identical to that of any published book, newspaper, periodical, audio/video product, electronic publication or the like; (iii) network literature databases or other digital works, derived from any of the aforesaid works by selection, arrangement, collection or other means; and (iv) other types of digital works as may be determined by the SAPPRFT.

### *Regulation Relating to Internet Information Security and Privacy Protection*

The PRC Constitution states that the PRC laws protect the freedom and privacy of communications of citizens and prohibit infringement of such rights. PRC governmental authorities have enacted laws and regulations on internet information security and protection of personal information from any abuse or unauthorized disclosure. The Decisions on Maintaining Internet Security which was enacted by the SCNPC on December 28, 2000 and amended on August 27, 2009, may subject violators to criminal punishment in the PRC for any effort to: (i) gain improper entry into a computer or system of strategic importance; (ii) disseminate politically disruptive information; (iii) leak state secrets; (iv) spread false commercial information; or (v) infringe intellectual property rights. The Ministry of Public Security, or MPS, has promulgated measures that prohibit use of the internet in ways which, among other things, result in a leakage of state secrets or a spread of socially destabilizing content. If an information service provider violates these measures, the MPS and the local security bureaux may revoke its operating license and shut down its websites.

Pursuant to the Decision on Strengthening the Protection of Online Information issued by the SCNPC on December 28, 2012, and the Order for the Protection of Telecommunication and Internet User Personal Information issued by the MIIT on July 16, 2013, any collection and use of user personal information must be subject to the consent of the user, abide by the principles of legality, rationality and necessity and be within the specified purposes, methods and scopes. “Personal information” is defined as information that identifies a citizen, the time or location for his/her use of telecommunication and internet services or involves privacy of any citizen such as his/her birth date, ID card number, and address. An internet information service provider must also keep information collected strictly confidential, and is further prohibited from divulging, tampering or destroying of any such information, or selling or providing such information to other parties. Any violation of the above decision or order may subject the internet information service provider to warnings, fines, confiscation of illegal gains, revocation of licenses, cancelation of filings, closedown of websites or even criminal liabilities.

Pursuant to the Notice of the Supreme People’s Court, the Supreme People’s Procuratorate and the MPS on Legally Punishing Criminal Activities Infringing upon the Personal Information of Citizens, issued on April 23, 2013, and the Interpretation of the Supreme People’s Court and the Supreme People’s Procuratorate on Several Issues regarding Legal Application in Criminal Cases Infringing upon the Personal Information of Citizens, which was issued on May 8, 2017 and took effect on June 1, 2017, the following activities may constitute the crime of infringing upon a citizen’s personal information: (i) providing a citizen’s personal information to specified persons or releasing a citizen’s personal information online or through other methods in violation of relevant national provisions; (ii) providing legitimately collected information relating to a citizen to others without such citizen’s consent (unless the information is processed, not traceable to a specific person and not recoverable); (iii) collecting a citizen’s personal information in violation of applicable rules and regulations when performing a duty or providing services; or (iv) collecting a citizen’s personal information by purchasing, accepting or exchanging such information in violation of applicable rules and regulations.

Pursuant to the Ninth Amendment to the Criminal Law issued by the SCNPC on August 29, 2015, which became effective on November 1, 2015, any person or entity that fails to fulfill the obligations related to internet information security administration as required by applicable laws and refuses to rectify upon orders is subject to criminal penalty for the result of (i) any dissemination of illegal information in large scale; (ii) any severe effect due to the leakage of the client’s information; (iii) any serious loss of criminal evidence; or (iv) other severe situation, and any individual or entity that (x) sells or provides personal information to others in a way violating the applicable law, or (y) steals or illegally obtain any personal information is subject to criminal penalty in severe situation.

Pursuant to the PRC Cyber Security Law issued by the SCNPC on November 7, 2016, effective as of June 1, 2017, “personal information” refers to all kinds of information recorded by electronic or otherwise that can be used to independently identify or be combined with other information to identify individuals’ personal information, including but not limited to: individuals’ names, dates of birth, ID numbers, biologically identified personal information, addresses and telephone numbers, etc. The PRC Cyber Security Law also provides that: (i) to collect and use personal information, network operators shall follow the principles of legitimacy, rightfulness and necessity, disclose rules of data collection and use, clearly express the purposes, means and scope of collecting and using the information, and obtain the consent of the persons whose data is gathered; (ii) network operators shall neither gather personal information unrelated to the services they provide, nor gather or use personal information in violation of the provisions of laws and administrative regulations or the scopes of consent given by the persons whose data is gathered; and shall dispose of personal information they have saved in accordance with the provisions of laws and administrative regulations and agreements reached with users; and (iii) network operators shall not divulge, tamper with or damage the personal information they have collected, and shall not provide the personal information to others without the consent of the persons whose data is collected. However, if the information has been processed and cannot be recovered and thus it is impossible to match such information with specific persons, such circumstance is an exception.

Pursuant to the Provisions on Internet Security Supervision and Inspection by Public Security Organs, which was promulgated by the MPS on September 15, 2018 and became effective on November 1, 2018, the public security departments are authorized to carry out internet security supervision and inspection of the internet service providers from the following aspects, among others: (i) whether the service providers have completed the recordation formalities for online entities, and filed the basic information on and the changes of the accessing entities and users; (ii) whether they have established and implemented the cybersecurity management system and protocols, and appointed the persons responsible for cybersecurity; (iii) whether the technical measures for recording and retaining users' registration information and weblog data are in place according to the law; (iv) whether they have taken technical measures to prevent computer viruses, network attacks and network intrusion; (v) whether they have adopted preventive measures to tackle the information that is prohibited to be issued or transmitted by the laws and administrative regulations in the public information services; (vi) whether they provide technical support and assistance as required by laws to public security departments to safeguard national security and prevent and investigate on terrorist activities and criminal activities; and (vii) whether they have fulfilled the obligations of the grade-based cybersecurity protection and other obligations prescribed by the laws and administrative regulations. In particular, public security departments shall also carry out supervision and inspection on whether an internet service provider has taken required measures to manage information published by users, adopted proper measures to handle the published or transmitted information that is prohibited to be published or transmitted, and kept the relevant records.

In addition, the Office of the Central Cyberspace Affairs Commission, the MIIT, the MPS, and the SAMR jointly issued an Announcement of Launching Special Crackdown Against Illegal Collection and Use of Personal Information by Apps on January 23, 2019 to implement special rectification works against mobile Apps that collect and use personal information in violation of applicable laws and regulations, where business operators are prohibited from collecting personal information irrelevant to their services, or forcing users to give authorization in a disguised manner. On November 28, 2019, the National Internet Information Office, the MIIT, the MPS and the SAMR further jointly issued a notice to classify and identify illegal collection and use of personal information.

On August 22, 2019, the Office of the Central Cyberspace Affairs Commission issued the Provisions on the Cyber Protection of Children's Personal Information, which took effect on October 1, 2019. The Provisions on the Cyber Protection of Children's Personal Information apply to the collection, storage, use, transfer and disclosure of the personal information of children under the age of 14 via the internet. The Provisions on the Cyber Protection of Children's Personal Information require that network operators shall establish special rules and user agreements for protection of personal information for children under the age of 14, inform their guardians in a noticeable and clear manner, and shall obtain the consent of their guardians. When obtaining the consent of their guardians, network operators shall explicitly disclose several matters, including, without limitation, the purpose, method and scope of collection, storage, use, transfer and disclosure of such personal information, and methods for correcting and deleting such personal information. Provisions on the Cyber Protection of Children's Personal Information also require that when collecting, storing, using, transferring and disclosing such personal information, network operators shall comply with certain regulatory requirements, including, without limitation, that network operators shall designate specific personnel to take charge of the protection of such personal information and shall strictly grant information access authorization for their staff to such personal information under the principle of minimal authorization.

Pursuant to the Notice on Promulgation of the Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications, which was promulgated by the CAC, the MIIT and certain other government authorities on March 12, 2021 and became effective on May 1, 2021, "necessary personal information" refers to the personal information necessary for ensuring the normal operation of an app's basic functional services, without which the app cannot achieve its basic functional services. For learning and education app, the basic functional services include, among others, "online tutoring and online classes" and the necessary personal information is mobile phone numbers of registered users.

According to the PRC Civil Code which became effective on January 1, 2021, a natural person has the right of privacy and the personal information of a natural person will be protected in accordance with law. Information processors may not divulge or tamper with the personal information collected or stored by them and may not illegally provide any natural person's personal information to others without the consent of such natural person.

The SAMR promulgated the Measures for the Supervision and Administration of Online Transactions, which took effect from May 1, 2021. The measures require that online transaction operators shall not force customers, whether or not in a disguised manner, to consent to the collection and use of information not directly related to their business activities by means of one-off general authorization, default authorization, bundling with other authorizations, or the suspension of installation and use. Otherwise, such online transaction operator may be subject to fines and consequences under related laws and regulations, including without limitation suspension of business for rectification and revocation of permits and licenses.

#### *Regulation Relating to Publishing*

Under the Administrative Provisions on the Publications Market, which was jointly promulgated by the SAPPRFT and the MOFCOM on May 31, 2016 and became effective on June 1, 2016, any enterprise or individual who engages in publishing activities shall obtain a publishing license from SAPPRFT or its local counterpart. Without licensing, such entity or individual may be ordered to cease illegal acts by the competent administrative department of publication and be concurrently subject to fines.

#### *Regulation Relating to Advertising, Promotion and Pricing*

The principal regulations governing advertising businesses in China are the PRC Advertising Law as last amended on October 26, 2018 and the Advertising Administrative Regulations issued on October 26, 1987. These laws, rules and regulations require companies that engage in advertising activities to obtain a business license that explicitly includes advertising in the business scope from the SAMR or its local branches.

Applicable PRC advertising laws, rules and regulations contain certain prohibitions on the content of advertisements in China (including prohibitions on misleading content, superlative wording, socially destabilizing content or content involving obscenities, superstition, violence, discrimination or infringement of the public interest). Education and/or training advertisements shall not contain the following contents: (i) explicit or implicit guarantee for successful enrolment to a higher grade, passing of examination, obtaining of degree qualification or passing certificate, or the effect of education or training; (ii) explicit or implicit expression of participation by the relevant examination body or its personnel, personnel setting examination questions in the education or training; and recommendation and/or endorsement by scientific research institutes, academic institutions, educational organizations, industry associations, professionals or beneficiaries using their name or image.

Advertisers, advertising operators and advertising distributors are required by applicable PRC advertising laws, rules and regulations to ensure that the content of the advertisements they prepare or distribute is true and in compliance with applicable laws, rules and regulations. Violation of these laws, rules and regulations may result in penalties, including fines, confiscation of advertising income, orders to cease dissemination of the advertisements and orders to publish an advertisement correcting the misleading information. In circumstances involving serious violations, the SAMR or its local branches may revoke the violator's license or permit for advertising business operations. In addition, advertisers, advertising operators or advertising distributors may be subject to civil liability if they infringe the legal rights and interests of third parties, such as infringement of intellectual proprietary rights, unauthorized use of a name or portrait and defamation.

The PRC Pricing Law is promulgated by the SCNPC on December 29, 1997 and became effective on May 1, 1998. Pursuant to the PRC Pricing Law, an operator is prohibited from using false or misleading pricing methods to induce consumers or other operators to enter into transactions with it. Otherwise, such operator may be subject to penalties, including orders to make correction, confiscation of illegal income, fines, orders to cease operation for rectification or revocation of the business licenses.

In addition, the Anti-Unfair Competition Law promulgated by the Standing Committee of the National People's Congress, last amended on April 23, 2019 require that business operators shall not make false or misleading commercial promotion for the performance, functions, quality, sales, user evaluation, accolades etc. as to defraud or mislead customers.

## *Regulation Relating to Intellectual Property Rights*

### Copyright and Software Registration

The SCNPC promulgated the PRC Copyright Law in 1990 and last revised it on November 11, 2020, which will become effective on June 1, 2021. The amended Copyright Law extends copyright protection to internet activities, products disseminated over the internet software products, audio-visual works and any other intellectual achievements which comply with the characteristics of the works. In addition, there is a voluntary registration system administered by the China Copyright Protection Center. To address the problem of copyright infringement related to the content posted or transmitted over the internet, the National Copyright Administration, or the NCAC, and the MIIT jointly promulgated the Measures for Administrative Protection of Copyright Related to Internet on April 29, 2005, which became effective on May 30, 2005.

On December 20, 2001, the State Council promulgated the Computer Software Protection Regulations which came into effect on January 1, 2002 and was last amended on January 30, 2013. These regulations are formulated for protecting the rights and interests of computer software copyright owners, encouraging the development and application of computer software and promoting the development of software business. In order to further implement the Computer Software Protection Regulations, the NCAC issued the Computer Software Copyright Registration Procedures on February 20, 2002, as amended on May 19, 2004, which applies to software copyright registration, license contract registration and transfer contract registration.

### Patents

The SCNPC adopted the Patent Law of the PRC in 1984 and last amended it on October 17, 2020, which will become effective on June 1, 2021. A patentable invention, utility model or design must meet three conditions, namely novelty, inventiveness and practical applicability. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant varieties or methods of nuclear transformation and substances obtained by means of nuclear transformation. The Patent Office under the National Intellectual Property Administration is responsible for receiving, examining and approving patent applications. A patent is valid for a twenty-year term for an invention, a ten-year term for a utility model and a fifteen-year term for a design, all starting from the application date. Except under certain specific circumstances provided by law, any third-party user must obtain consent or a proper license from the patent owner to use the patent, otherwise the use will constitute an infringement of the rights of the patent holder.

### Trademark

Trademarks are protected by the PRC Trademark Law, which was adopted in 1982, last revised in April 2019 and became effective in November 2019, as well as its implementation rules adopted in 2002 and revised in 2014. The Trademark Office of National Intellectual Property Administration under the SAMR handles trademark registrations and grants a protection term of ten years to registered trademarks which may be renewed for consecutive ten-year periods upon request by the trademark owner. The PRC Trademark Law has adopted a "first-to-file" principle with respect to trademark registration. Where a trademark for which a registration has been made is identical or similar to another trademark which has already been registered or been subject to a preliminary examination and approval for use on the same kind of or similar commodities or services, the application for registration of such trademark may be rejected. Any person applying for the registration of a trademark may not prejudice the existing right first obtained by others, nor may any person register in advance a trademark that has already been used by another party and has already gained a "sufficient degree of reputation" through such party's use. An application for registration of a malicious trademark not for use will be rejected and those who apply for trademark registration maliciously will be given administrative penalties of warnings or fines according to the circumstances; those who file trademark lawsuits maliciously will be punished by the people's court according to applicable laws.

### Domain Name

The Administrative Measures on Internet Domain Names, or the Domain Name Measures, were promulgated by the MIIT on August 24, 2017, and came into effect on November 1, 2017. According to the Domain Name Measures, any party that has domain name root servers, and the institution for operating domain name root servers, the domain name registry and the domain name registrar within the territory of China, shall obtain a permit for this purpose from the MIIT or the communications administration of the local province, autonomous region or municipality directly under the Central Government. The registration of domain names is generally on a "first-apply-first-registration" basis and a domain name applicant will become the domain name holder upon the completion of the application procedure.

On May 28, 2020, the National People's Congress approved the Civil Code of PRC, which took effect on January 1, 2021. Under the Civil Code, if an offender intentionally infringes upon the intellectual property rights of others and the circumstance is severe, the infringed party shall have the right to request for the corresponding punitive compensation.

### *Regulation on Foreign Currency Exchange*

The principal regulations governing foreign currency exchange in China are the PRC Foreign Exchange Administration Regulations, or the Foreign Exchange Administration Regulations, which were promulgated by the State Council on January 29, 1996 and last amended on August 5, 2008. Under the Foreign Exchange Administration Regulations, Renminbi is generally freely convertible for payments of current account items, such as trade and service-related foreign exchange transactions and dividend payments, but not freely convertible for capital account items, such as direct investment, loan or investment in securities outside China, unless prior approval of SAFE or its local counterparts has been obtained.

On February 13, 2015, SAFE promulgated the Notice on Further Simplifying and Improving Policies for the Foreign Exchange Administration of Direct Investment, or SAFE Notice 13. After SAFE Notice 13 became effective on June 1, 2015, instead of applying for approvals regarding foreign exchange registrations of foreign direct investment and overseas direct investment from SAFE, entities and individuals may apply for such foreign exchange registrations from qualified banks. The qualified banks, under the supervision of SAFE, may directly review the applications and conduct the registration.

On March 30, 2015, SAFE promulgated the Notice of the State Administration of Foreign Exchange on Reforming the Administration of Foreign Exchange Settlement of Capital of Foreign-invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015 and was amended on December 30, 2019. According to SAFE Circular 19, the foreign exchange capital of FIEs shall be subject to the Discretionary Foreign Exchange Settlement, which means that the foreign exchange capital in the capital account of an FIE for which the rights and interests of monetary contribution have been confirmed by the local foreign exchange bureau (or the book-entry registration of monetary contribution by the banks) can be settled at the banks based on the actual operational needs of the FIE. The proportion of Discretionary Foreign Exchange Settlement of the foreign exchange capital of an FIE is temporarily set at 100%. The Renminbi converted from the foreign exchange capital will be kept in a designated account and if an FIE needs to make further payment from such account, it still needs to provide supporting documents and proceed with the review process with the banks. Furthermore, SAFE Circular 19 stipulates that the use of capital by FIEs shall follow the principles of authenticity and self-use within the business scope of enterprises. The capital of an FIE and capital in Renminbi obtained by the FIE from foreign exchange settlement shall not be used for the following purposes: (i) directly or indirectly used for payments beyond the business scope of the enterprises or payments as prohibited by relevant laws and regulations; (ii) directly or indirectly used for investment in securities unless otherwise provided by the relevant laws and regulations; (iii) directly or indirectly used for issuance of RMB entrusted loans, repayment of inter-enterprise loans (including advances by the third party) or repayment of bank loans that have been transferred to a third party; or (iv) directly or indirectly used for expenses related to the purchase of real estate that is not for self-use (except for the foreign-invested real estate enterprises).

The Circular on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or SAFE Circular 16, was promulgated by SAFE on June 9, 2016. Pursuant to SAFE Circular 16, enterprises registered in the PRC may also convert their foreign debts from foreign currency to Renminbi on a self-discretionary basis. SAFE Circular 16 provides a unified standard for the conversion of foreign exchange under capital account items (including but not limited to foreign currency capital and foreign debts) on a self-discretionary basis which applies to all enterprises registered in the PRC. SAFE Circular 16 reiterates the principle that Renminbi converted from foreign currency-denominated capital of a company may not be directly or indirectly used for purposes beyond its business scope or prohibited by PRC Laws, while such converted Renminbi shall not be provided as loans to its non-associated enterprises.

On January 26, 2017, SAFE promulgated the Circular on Further Improving Reform of Foreign Exchange Administration and Optimizing Genuineness and Compliance Verification, or Circular 3, which stipulates several capital control measures with respect to the outbound remittance of profit from domestic entities to offshore entities, including (i) under the principle of genuine transaction, banks shall check board resolutions regarding profit distribution, the original version of tax filing records and audited financial statements; and (ii) domestic entities shall hold income to account for previous years' losses before remitting the profits. Moreover, pursuant to Circular 3, domestic entities shall make detailed explanations of the sources of capital and utilization arrangements, and provide board resolutions, contracts and other proof when completing the registration procedures in connection with an outbound investment. On October 23, 2019, SAFE promulgated the Notice for Further Advancing the Facilitation of Cross-border Trade and Investment, or the SAFE Circular 28, which, among other things, allows all foreign-invested companies to use Renminbi converted from foreign currency-denominated capital for equity investments in China, as long as the equity investment is genuine, does not violate applicable laws, and complies with the negative list on foreign investment.

### *Regulation on education business operating in China*

On July 24, 2021, China's official state media, including Xinhua News Agency and China Central Television, announced the Opinions on Further Alleviating the Burden of Homework and After-School Tutoring for Students in Compulsory Education (the "Opinion"), issued by the General Office of the CPC Central Committee and the General Office of the State Council. The Opinion contains high-level policy directives about requirements and restrictions related to online and offline after-school tutoring services, including, among others, (i) institutions providing after-school tutoring services on academic subjects in China's compulsory education system, or Academic AST Institutions, need to be registered as non-profit; (ii) changing the current registration-based regime for operating online Academic AST Institutions to a government approval-based regime; (iii) banning foreign teachers located overseas from providing tutoring services in China; (iv) foreign ownership in Academic AST Institutions is prohibited, including through contractual arrangements, and companies with existing foreign ownership need to rectify the situation; (v) listed companies are prohibited from raising capital to invest in businesses that teach academic subjects in compulsory education; (vi) academic AST Institutions are prohibited from providing tutoring services on academic subjects in compulsory education during public holidays, weekends, and school breaks; and, (vii) academic AST Institutions must follow the fee standards to be established by relevant authorities.

The Opinion also provides that institutions providing after-school tutoring services on academic subjects in high schools (which do not fall within China's compulsory education system) shall take into consideration the Opinion when conducting activities.

### **Technology**

We have registered 2 domain name relating to our business, including our <https://www.mybangbangtang.cn/> website and <http://qualityonline.education/> website, and 9 trademarks in China

## **RISK FACTORS**

This offering involves a high degree of risk. You should carefully consider the risks and uncertainties described below in addition to the other information contained in this private placement memorandum before deciding whether to invest in shares of Company's Common Stock. If any of the following risks occur, our business, financial condition or operating results could be harmed. In that case, you may lose part or all of your investment. In the opinion of management, the risks discussed below represent the material risks known to the company. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also impair our business operations and adversely affect the investment of Common Stock. You should purchase our Common Stock only if you can afford a complete loss of your investment. You should consider all the risks before buying Company's Common Stock, which may include:

### **General Risks**

#### ***The Company is a Smaller Reporting Company***

QOEG (as this is the name of the ticker symbol) is a "smaller reporting company." Investing in our Common Stock involves a high degree of risk.

- We may be unable to invest the proceeds of this offering on acceptable terms, or at all.
- We are dependent on our key personnel for our success. The departure of any of our executive officers or key personnel could have a material adverse effect on our business.
- Our growth depends on external sources of capital, which may not be available on favorable terms or at all.
- Investors participating in this offering will incur immediate dilution.

#### ***Contingent or unknown liabilities could materially and adversely affect our business, financial condition, liquidity and results of operations.***

We may in the future acquire online education companies, subject to liabilities and without any recourse, or with only limited recourse, with respect to unknown liabilities. As a result, if a claim were asserted against us based on ownership of any of these properties, we may have to pay substantial amounts to defend or settle the claim. If the magnitude of such unknown liabilities is high, individually or in the aggregate, our business, financial condition, liquidity and results of operations would be materially and adversely affected.

#### ***It is possible that investors may lose their entire investment.***

We will be reliant on the proceeds of this offering to expand our operations. We may not be successful in implementing our business strategy or that we will be successful in achieving our objectives. Our prospects for success must be considered in the context of a thinly capitalized company in a highly competitive market. As a result, investors may lose their entire investment.

### **Risks Related to Financing Our Business**

#### ***Expenses required to operate as a public company will reduce funds available to develop our business and could negatively affect our stock price and adversely affect our results of operations, cash flow and financial condition.***

Operating as a public company is more expensive than operating as a private company, including additional funds required to obtain outside assistance from legal, accounting, investor relations, or other professionals that could be more costly than planned. We may also be required to hire additional staff to comply with additional SEC and OTC Markets reporting requirements. We anticipate that these costs will be approximately \$100,000 annually. Our failure to comply with reporting requirements and other provisions of securities laws could negatively affect our results of operations, cash flow and financial condition.

***Our growth depends on external sources of capital, which may not be available on favorable terms or at all. In addition, investors, banks, and other financial institutions may be reluctant to enter into any lending or financial transactions with us, because we intend to enter into the cultivation and production of sustainable agriculture. If any of the source of funding is unavailable to us, our growth may be limited, and our operating profit may be impaired.***

We may not be in a position to take advantage of attractive investment opportunities for growth if we are unable, due to global or regional economic uncertainty, changes in the state or federal regulatory environment relating to the sustainable agriculture industry, our own operating or financial performance or otherwise, to access capital markets on a timely basis and on favorable terms or at all. Because we intend to grow our business, this limitation may require us to raise additional equity or incur debt at a time when it may be disadvantageous to do so.

Our access to capital will depend upon a number of factors over which we have little or no control, including general market conditions and the market's perception of our current and potential future earnings. If general economic instability or downturn leads to an inability to obtain capital to finance, the operation could be negatively impacted. In addition, investors, banks, and other financial institutions may be reluctant to enter into financing transactions with us, because we intend to acquire properties for the use in the cultivation and production of sustainable agriculture. If this source of funding is unavailable to us, our growth may be limited.

Our ability to raise funding is subject to all of the above factors and will also be affected by our future financial position, results of operations and cash flows. All of these events would have a material adverse effect on our business, financial condition, liquidity, and results of operations.

***Any future indebtedness reduces cash available for distribution and may expose us to the risk of default under debt obligations that we may incur in the future.***

Payments of principal and interest on borrowings that we may incur in the future may leave us with insufficient cash resources to operate the business. Our level of debt and the limitations imposed on us by debt agreements could have significant material and adverse consequences, including the following:

- our cash flow may be insufficient to meet our required principal and interest payments;
- we may be unable to borrow additional funds as needed or on favorable terms, or at all;
- we may be unable to refinance our indebtedness at maturity or the refinancing terms may be less favorable than the terms of our original indebtedness;
- to the extent we borrow debt that bears interest at variable rates, increases in interest rates could materially increase our interest expense;
- we may default on our obligations or violate restrictive covenants; in which case the lenders may accelerate these debt obligations.
- our default under any loan with cross default provisions could result in a default on other indebtedness.

If any one of these events were to occur, our financial condition, results of operations, cash flow, and our ability to make distributions to our shareholders could be materially and adversely affected.

#### **Risks Related to Our Organization, Structure and Business**

***We are dependent on our key personnel for our success.***

We will depend upon the efforts, experience, diligence, skill, and network of business contacts of our senior management team; therefore, our success will depend on their continued service. The departure of any of our executive officers or key personnel could have a material adverse effect on our business. If any of our key personnel were to cease their employment, our operating results could suffer. Further, we do not intend to maintain key person life insurance that would provide us with proceeds in the event of death or disability of any of our key personnel.

We believe our future success depends upon our senior management team's ability to hire and retain highly skilled managerial, operational, and marketing personnel. Competition for such personnel is intense, and we cannot assure you that we will be successful in attracting and retaining such skilled personnel. If we lose or are unable to obtain the services of key personnel, our ability to implement our investment strategies could be delayed or hindered, and the value of your investment may decline.

Furthermore, we may retain independent contractors to provide various services for us, including administrative services, transfer agent services and professional services. Such contractors have no fiduciary duty to us and may not perform as expected or desired.

***We have a limited operating history with our current business model, which makes it difficult to predict our future prospects and financial performance.***

We have a short operating history with our current business model. Our business since inception has generated limited gross billings and revenues, and may not produce significant gross billings and revenues in the near term, or at all, which may harm our ability to obtain additional financing and may require us to reduce or discontinue our operations. If we do generate significant gross billings and revenues in the future, we expect it will be largely from the sale of our English course packages on our online and mobile education platforms. You must consider our business and prospects in light of the risks and difficulties we may encounter as an early-stage operating company in a new and rapidly evolving industry. We may not be able to successfully address these risks and difficulties, which could significantly harm our business, operating results, and financial condition.

***Our senior management team will manage our business subject to very broad management guidelines and generally will not seek board approval for each management decision.***

Our senior management team has discretion over the use of proceeds from this offering, and you will have no opportunity to evaluate the terms of transactions or other economic or financial data concerning our operations that are not described in this offering circular or other periodic filings with the SEC. Furthermore, currently a substantial portion of the net proceeds of this offering is not specifically committed to any specific projects or business. We will rely on the senior management team's ability to execute the business plan, subject to the oversight and approval of our board of directors. Accordingly, you should not purchase Common Stock of the Company unless you are willing to entrust all aspects of our day-to-day management to our senior management team.

***Our board of directors may change our operation objectives and strategies without shareholders' consent.***

Our board of directors determines our major policies, including regarding financing, growth, debt capitalization, distributions, and other material events. Our board of directors may amend or revise these and other policies without a vote of the shareholders. Under our Articles of Incorporation and Bylaws, our shareholders generally have a right to vote only on the following matters:

- change the name or other designation or the par value of the Common Stock;
- increase or decrease the aggregate number of Common Stock that we have the authority to issue;
- increase or decrease the aggregate number of Common Stock that we have the authority to issue; our being a party to a merger, consolidation, sale or other disposition of all or substantially all of our assets or statutory merger or acquisition.
- All other matters are subject to the discretion of our board of directors.

***The fact that we have generated operating losses in the past raises doubt about our ability to continue as a going concern.***

The Company may generate operating losses before the expansion of our courses and students. We may have to cover any shortfall in operating capital from sales of equity and debt securities, but there can be no assurance that we will continue to be able to do so. The unpredictable economy in the United States and Canada and the volatile public or private equity markets may make it more difficult for us to raise capital as and when we need it, and it is difficult for us to assess the impact this might have on our operations or liquidity. If we cannot raise the funds that we require to continue our business operations, there is a substantial risk that our business will fail.

***We may be unable to attract and retain qualified, experienced, highly skilled personnel, which could adversely affect the implementation of our business plan.***

Our success depends to a significant degree upon our ability to attract, retain and motivate skilled and qualified personnel. As we become a more mature company in the future, we may find recruiting and retention efforts more challenging. If we do not succeed in attracting, hiring and integrating excellent personnel, or retaining and motivating existing personnel, we may be unable to grow effectively. The loss of any key employee, including shareholders of our senior management team, and our inability to attract highly skilled personnel with sufficient experience in our industries could harm our business.

***If we are not able to continue to attract students to purchase our course packages and to increase the spending of our students on our platform, our business and prospects will be materially and adversely affected.***

Our ability to continue to attract students to purchase our course packages and to increase their spending on our education platform, are critical to the continued success and growth of our business. This in turn will depend on several factors, including our ability to effectively market our platform to a broader base of prospective students, continue to develop, adapt, or enhance quality educational content and services to meet the evolving demands of our existing or prospective students and expand our geographic reach. We must also manage our growth while maintaining consistent and high teaching quality, and respond effectively to competitive pressures. If we are unable to continue to attract students to purchase our course packages and to increase the spending of our students on our platform, our gross billings and net revenues may decline, which may have a material adverse effect on our business, financial condition and results of operations.

***If we are unable to conduct sales and marketing activities cost-effectively, our results of operations and financial condition may be materially and adversely affected.***

We have incurred significant sales and marketing expenses. Our sales expenses include telemarketing sales and free trial lesson related expenses, and our marketing expenses include online and offline marketing and seminar expenses.

Our sales activities may not be well received by students and may not result in the levels of sales that we anticipate, and our trial lessons may not be attractive to our prospective students. Furthermore, we may not be able to achieve the operational efficiency necessary to increase the gross billings per sales and marketing staff. We also may not be able to retain or recruit experienced sales staff, or to efficiently train junior sales staff. Further, marketing and branding approaches and tools in the online education market in China are evolving, especially for mobile platforms. This further requires us to enhance our marketing and branding approaches and experiment with new methods to keep pace with industry developments and student preferences. Failure to refine our existing marketing and branding approaches or to introduce new marketing and branding approaches in a cost-effective manner may reduce our market share, cause our revenues to decline and negatively impact our profitability.

***If we are not able to continue to engage, train and retain qualified teachers, we may not be able to maintain consistent teaching quality on our platform, and our business, financial conditions and operating results may be materially and adversely affected.***

Our teachers are critical to the learning experience of our students and our reputation. We seek to engage highly qualified teachers with strong English and teaching skills. We must provide competitive pay and other benefits, such as nice company culture and clear career path to attract and retain them. We must also provide ongoing training to our teachers to ensure that they stay abreast of changes in course materials, student demands and other changes and trends necessary to teach effectively. Furthermore, as we continue to develop new course contents and lesson formats, we may need to engage additional teachers with appropriate skill sets or backgrounds to deliver instructions effectively. We cannot guarantee that we will be able to effectively engage and train such teachers quickly, or at all. Further, given other potential more attractive opportunities for our quality teachers, over time some of them may choose to leave our platform. We have not experienced major difficulties in engaging, training or retaining qualified teachers in the past, however, we may not always be able to engage, train and retain enough qualified teachers to keep pace with our growth while maintaining consistent education quality. We may also face significant competition in engaging qualified teachers from our competitors or from other opportunities that are perceived as more desirable. A shortage of qualified teachers, a decrease in the quality of our teachers' performance, whether actual or perceived, or a significant increase in the cost to engage or retain qualified teachers would have a material adverse effect on our business and financial conditions and results of operations.

***We face significant competition, and if we fail to compete effectively, we may lose our market share or fail to gain additional market share, which would adversely impact our business and financial conditions and operating results.***

The English education market in China is fragmented, rapidly evolving and highly competitive. We face competition in K12 English proficiency education from existing online and offline education companies. In the future, we may also face competition from new entrants into the English education market.

Some of our competitors may be able to devote more resources than we can to the development and promotion of their education programs and respond more quickly than we can to changes in student demands, market trends or new technologies. In addition, some of our competitors may be able to respond more quickly to changes in student preferences or engage in price-cutting strategies. We cannot assure you that we will be able to compete successfully against current or future competitors. If we are unable to maintain our competitive position or otherwise respond to competitive pressure effectively, we may lose market share or be forced to reduce our fees for course packages, either of which would adversely impact our results of operations and financial condition.

***If we fail to successfully execute our growth strategies, our business and prospects may be materially and adversely affected.***

Our growth strategies include grow our student base and increase student enrollments, increasing our market penetration amongst K-12 students, expanding our course offerings, enhancing our teaching methods, improving the learning experience of our students, and advancing our technology. We may not succeed in executing these growth strategies due to a number of factors, including the following:

- we may not be able to replicate the success and growth of our business model from existing cities to other cities
- we may fail to further promote our platforms;
- we may not be successful in effectively delivering and promoting our small class lessons
- we may fail to effectively promote our solutions to business customers
- we may not be able to engage, train and retain a sufficient number of qualified teachers and other key personnel;
- we may not be able to continue to improve our personalized learning experience of our students and to enhance our existing courses or develop new courses, especially for young students, that meet the changing demands for English learners;
- we may fail to maintain the technology necessary to deliver a smooth learning experience to our students; and
- we may not be able to identify suitable targets for acquisitions and partnership.

If we fail to successfully execute our growth strategies, we may not be able to maintain our growth rate and our business and prospects may be materially and adversely affected as a result.

***If we fail to develop and introduce new courses that meet our existing and prospective students' expectations, or adopt new technologies important to our business, our competitive position and ability to generate revenues may be materially and adversely affected.***

Historically, our core business centered on one-on-one English courses. We have since expanded our course offerings to small class lessons, and test preparation targeting a wide range of student demographics. We intend to continue developing new courses. The timing of the introduction of new courses is subject to risks and uncertainties. Unexpected technical, operational, or other problems could delay or prevent the introduction of one or more new courses. Moreover, we cannot assure you that any of these courses or programs will match the quality or popularity of those developed by our competitors, achieve widespread market acceptance or contribute the desired level of income.

Technology standards in internet and value-added telecommunications services and products in general, and in online education in particular, may change over time. If we fail to anticipate and adapt to technological changes, our market share and our business development could suffer, which in turn could have a material and adverse effect on our financial condition and results of operations. If we are unsuccessful in addressing any of the risks related to new courses, our reputation and business may be materially and adversely affected.

***Unexpected network interruptions, security breaches or computer virus attacks and system failures could have a material adverse effect on our business, financial condition, and results of operations.***

Our business depends on the performance and reliability of the internet infrastructure in China, Canada and the Philippines. In China, almost all access to the internet is maintained through state-controlled telecommunications operators. In many parts of China and the Philippines, the internet infrastructure is relatively underdeveloped, and internet connections are generally slower and less stable than in more developed countries. We cannot assure you that the internet infrastructure in China and the Philippines will remain sufficiently reliable for our needs or that either country will ever develop and make available more reliable internet access to our students and teacher. Any failure to maintain the performance, reliability, security or availability of our network infrastructure may cause significant damage to our ability to attract and retain students and teachers. Major risks involving our network infrastructure include:

- disruption or failure in the national backbone networks in China, Canada or the Philippines, which would make it impossible for students and teachers to access our online and mobile platforms or to engage in live lessons;
- damage from natural disaster or other catastrophic event such as a typhoon, volcanic eruption, earthquake, flood, telecommunications failure, or other similar events in China or in the Philippines; and
- any infection by or spread of computer viruses.

Any network interruption or inadequacy that causes interruptions in the availability of our online and mobile platforms or deterioration in the quality of access to our online and mobile platforms could reduce student satisfaction and result in a reduction in the activity level of our students and the number of students purchasing our course packages. Furthermore, increases in the volume of traffic on our online and mobile platforms could strain the capacity of our existing computer systems and bandwidth, which could lead to slower response times or system failures. The internet infrastructure in China and in the Philippines may not support the demands associated with continued growth in internet usage. This would cause a disruption or suspension in our lesson delivery, which could hurt our brand and reputation. We may need to incur additional costs to upgrade our technology infrastructure and computer systems in order to accommodate increased demand if we anticipate that our systems cannot handle higher volumes of traffic in the future.

If the prices that we pay for telecommunications and internet services in China and the Philippines rise significantly, our gross profit and net income could be adversely affected. In addition, if internet access fees or other charges to internet users increase, our visitor traffic may decrease, which in turn may harm our revenues.

***We use the streaming technology and infrastructure of a third-party to deliver all the lessons to our students and to conduct teacher training. Any interruption to or discontinuation of our cooperative relationship with this company may severely and negatively impact our ability to deliver our course content to students.***

We use the technology of EEO EDUCATION TECHNOLOGY CO. LTD. (EEO), to deliver audio and video data, and their technology is important to our ongoing ability to operate our online and mobile education platforms. Loss of their services could keep us from operating.

***Some students may decide not to continue taking our courses for a number of reasons, including a perceived lack of improvement in their English proficiency or general dissatisfaction with our programs, which may adversely affect our business, financial condition, results of operations and reputation.***

The success of our business depends in large part on our ability to retain our students by delivering a satisfactory learning experience and improving their English proficiency. If students feel that we are not providing them the experience they are seeking, they may choose not to renew their existing packages. For example, our education programs may fail to significantly improve a student's English proficiency. There are no standard assessments or tests to measure the effectiveness of our lessons or teaching methods, and our ability to improve the English proficiency of our students is largely dependent upon the interests, efforts and time commitment of each student. For K-12 students, parent satisfaction with our programs is also a key factor. Their satisfaction may decline for a number of reasons, many of which may not reflect the effectiveness of our lessons and teaching methods. A student's learning experience may also suffer if his or her relationship with our teachers and teaching assistants does not meet expectations. We have observed an increase in forfeiture rate historically, which may negatively impact the perceived effectiveness of our curriculum and the level of student engagement on our platform. If a significant number of students fail to significantly improve their English proficiency after taking our lessons or if their learning experiences with us are unsatisfactory, they may not purchase additional lessons from us or refer other students to us and our business, financial condition, results of operations and reputation would be adversely affected.

***Our failure to protect our intellectual property rights may undermine our competitive position, and litigation to protect our intellectual property rights or defend against third party allegations of infringement may be costly and ineffective.***

We believe that our copyrights, trademarks and other intellectual property are essential to our success. We depend to a large extent on our ability to develop and maintain the intellectual property rights relating to our technology and course materials. We have devoted considerable time and energy to the development and improvement of our websites, mobile apps, and our course materials.

We rely primarily on copyrights, trademarks, trade secrets and other contractual restrictions for the protection of the intellectual property used in our business. Nevertheless, these provide only limited protection and the actions we take to protect our intellectual property rights may not be adequate. Third parties may in the future pirate our course materials and may infringe upon or misappropriate our other intellectual property. Infringement upon or the misappropriation of, our proprietary technologies or other intellectual property could have a material adverse effect on our business, financial condition or operating results. Policing the unauthorized use of proprietary technology can be difficult and expensive.

Also, litigation may be necessary to enforce our intellectual property rights, protect our trade secrets or determine the validity and scope of the proprietary rights of others. Such litigation may be costly and divert management's attention away from our business. An adverse determination in any such litigation would impair our intellectual property rights and may harm our business, prospects and reputation. Enforcement of judgments in China is uncertain, and even if we are successful in litigation, it may not provide us with an effective remedy. In addition, we have no insurance coverage against litigation costs and would have to bear all costs arising from such litigation to the extent we are unable to recover them from other parties. The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

***We may encounter disputes from time to time relating to our use of intellectual property of third parties.***

We cannot be certain that third parties will not claim that our business infringes upon or otherwise violates patents, copyrights or other intellectual property rights that they hold. We cannot assure you that third parties will not claim that our courses and marketing materials, online courses, products, and platform or other intellectual property developed or used by us infringe upon valid copyrights or other intellectual property rights that they hold. We may be subject to claims by educational institutions and organizations, content providers and publishers, competitors and others on the grounds of intellectual property rights infringement, defamation, negligence or other legal theories based on the content of the materials that we or our teachers distribute or use in our business operation. These types of claims have been brought, sometimes successfully, against print publications and educational institutions in the past. We may encounter disputes from time to time over rights and obligations concerning intellectual property, and we may not prevail in those disputes.

Any claims against us, with or without merit, could be time consuming and costly to defend or litigate, divert our management's attention and resources, or result in the loss of goodwill associated with our brand. If a lawsuit against us is successful, we may be required to pay substantial damages and/or enter into royalty or license agreements that may not be based upon commercially reasonable terms, or we may be unable to enter into such agreements at all. We may also lose, or be limited in, the rights to offer some of our programs, parts of our platform and products or be required to make changes to our course materials or websites. As a result, the scope of our course materials could be reduced, which could adversely affect the effectiveness of our curriculum, limit our ability to attract new students, harm our reputation and have a material adverse effect on our results of operations and financial position.

***Failure to protect confidential information of our teachers and students against security breaches could damage our reputation and brand and substantially harm our business and results of operations.***

A significant challenge to the online education industry is the secure storage of confidential information and its secure transmission over public networks. Other than purchases made by our corporate partners, all purchases of our course packages are made through our website and our mobile apps. In addition, online payments for our course packages are settled through third-party online payment services. Maintaining complete security for the storage and transmission of confidential information on our technology platform, such as student names, personal information and billing addresses, is essential to maintaining student confidence.

We have adopted security policies and measures to protect our proprietary data and student information. However, advances in technology, the expertise of hackers, new discoveries in the field of cryptography or other events or developments could result in a compromise or breach of the technology that we use to protect confidential information. We may not be able to prevent third parties, especially hackers or other individuals or entities engaging in similar activities, from illegally obtaining such confidential or private information we hold as a result of our students' visits to our website and use of our mobile apps. Such individuals or entities obtaining our students' confidential or private information may further engage in various other illegal activities using such information. Any negative publicity on our website's or mobile apps' safety or privacy protection mechanisms and policies, and any claims asserted against us or fines imposed upon us as a result of actual or perceived failures, could have a material and adverse effect on our public image, reputation, financial condition and results of operations.

Practices regarding the collection, use, storage, transmission and security of personal information by companies operating over the internet and mobile platforms have recently come under increased public scrutiny. Increased regulation by the PRC government of data privacy on the internet is likely and we may become subject to new laws and regulations applying to the solicitation, collection, processing or use of personal or consumer information that could affect how we store and process the data of our teachers and students. We generally comply with industry standards and are subject to the terms of our own privacy policies. Compliance with any additional laws could be expensive, and may place restrictions on the conduct of our business and the manner in which we interact with our students. Any failure to comply with applicable regulations could also result in regulatory enforcement actions against us.

Significant capital and other resources may be required to protect against information security breaches or to alleviate problems caused by such breaches or to comply with our privacy policies or privacy-related legal obligations. The resources required may increase over time as the methods used by hackers and others engaged in online criminal activities are increasingly sophisticated and constantly evolving. Any failure or perceived failure by us to prevent information security breaches or to comply with privacy policies or privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other student data, could cause our students to lose trust in us and could expose us to legal claims. Any perception by the public that online transactions or the privacy of user information are becoming increasingly unsafe or vulnerable to attacks could inhibit the growth of online education services generally, which may negatively impact our business prospects.

***Our employees may engage in misconduct or other improper activities or misuse our platform, which could harm our reputation.***

We are exposed to the risk of employee fraud or other misconduct. Employee misconduct could include intentionally failing to comply government regulations, engaging in unauthorized activities and misrepresentation to our potential students during marketing activities, which could harm our reputation. Employee misconduct could also involve improper use of our students' and teachers' sensitive or classified information, which could result in regulatory sanctions against us and serious harm to our reputation. Employee misconduct could also involve making payments to government officials or third parties that would expose us to being in violation of laws. It is not always possible to deter employee misconduct, and the precautions we take to prevent and detect this activity may not be effective in controlling unknown or unmanaged risks or losses, which could harm our business, financial condition and results of operations.

***We may not be able to achieve the benefits we expect from recent and future acquisitions, and recent and future acquisitions may have an adverse effect on our ability to manage our business.***

We intend to make acquisitions or equity investments in additional businesses that complement our existing business. We may not be able to successfully integrate acquired businesses and we may not have control over the businesses or operations of our minority equity investments, the value of which may decline over time. As a result, our business and operating results could be harmed. In addition, if the businesses we acquire or invest in do not subsequently generate the anticipated financial performance or if any goodwill impairment test triggering event occurs, we may need to revalue or write down the value of goodwill and other intangible assets in connection with such acquisitions or investments, which would harm our results of operations. In addition, we may be unable to identify appropriate acquisition or strategic investment targets when it is necessary or desirable to make such acquisition or investment to remain competitive or to expand our business. Even if we identify an appropriate acquisition or investment target, we may not be able to negotiate the terms of the acquisition or investment successfully, finance the proposed transaction or integrate the relevant businesses into our existing business and operations.

***We are subject to certain regional political and economic risks that may have a material adverse effect on our results of operations.***

We engage teachers and operate offices mostly in North America, with some in the Philippines. Accordingly, our business, results of operations and financial condition may be materially and adversely affected by significant political, social and economic developments in North America and the Philippines or changes in the laws and regulations. In particular, our operations and our operating results may be adversely affected by:

- changes in policies of the government or changes in laws and regulations, or in the interpretation or enforcement of these laws and regulations;
- measures that may be introduced to control inflation, such as interest rate increases or bank account withdrawal controls; and
- changes in the tax laws and regulations.

The opinion announced on July 24, 2021 by China's official state media may lead to policies and regulations that have material impacts on our existing business operations, financial condition, and corporate structure.

In addition, the Philippines has and may in the future experience political instability, including strikes, demonstrations, protests, marches, or other types of civil disorder. These instabilities and any adverse changes in the political environment in the Philippines could increase our costs, increase our exposure to legal and business risks, disrupt our office operations in the Philippines or affect our ability to engage teachers. We engage our teachers in the Philippines as independent contractors, whose rights are different from those of employees. Under Philippine labor laws, the level and extent of control exercised by the hiring entity would determine the employment status. Our labor costs will increase if we engage our teachers in the Philippines as full-time employees or if courts or relevant authorities in the Philippines determine that our teachers are deemed employees.

***Our results of operations are subject to seasonal fluctuations.***

Our industry generally experiences seasonality, reflecting a combination of traditional education industry patterns and new patterns associated with the online platform in particular. Seasonal fluctuations have affected, and are likely to continue to affect, our business. In general, our industry experiences lower gross billings growth in the first quarter of each calendar year due to the Chinese New Year holiday, and our industry enjoys higher gross billings growth during the summer months as K-12 students are generally on summer holiday and have more time to take lessons. Overall, the historical seasonality of our business has been relatively mild due to our rapid growth. As of K-12 students are our main customer groups the seasonality may become more prominent, especially in the third quarter of each year. Due to our limited operating history, the seasonal trends that we have experienced in the past may not be indicative of our future operating results. Our financial condition and results of operations for future periods may continue to fluctuate.

#### **Risks Related to Our Stockholders and Purchasing Shares of Common Stock**

***Your percentage of ownership may become diluted if we issue new Common Stock or other securities, including shares that are eligible for exchange.***

Our board of directors is authorized, without your approval, to cause us to issue additional Common Stock to raise capital through the issuance of Common Stock (including equity or debt securities convertible into Common Stock), and other rights, on terms and for consideration as our board of directors in its sole discretion may determine. Any such issuance could result in dilution of the equity of our shareholders. We also have 1,174,848,360 as of August 11, 2021 shares that are still exchangeable from Quality Online Education Group Inc, an Ontario company, and our subsidiary, which could cause us to issue 1,174,848,360 new shares of OQEG common stock, which would further dilute our current shareholders and any investors in this Offering

***We have not voluntarily implemented various corporate governance measures.***

Federal legislation, including the Sarbanes-Oxley Act of 2002, has resulted in the adoption of various corporate governance measures designed to promote the integrity of the corporate management and the securities markets. Some of these measures have been adopted in response to legal requirements. Others have been adopted by companies in response to the requirements of national securities exchanges, such as the NYSE or The NASDAQ Stock Market, on which their securities are listed. Among the corporate governance measures that are required under the rules of national securities exchanges are those that address board of directors' independence, audit committee oversight and the adoption of a Code of Ethics. Our Board of Directors expects to adopt a Code of Ethics at its next Board meeting. The Company has not adopted exchange-mandated corporate governance measures and, since our securities are not listed on a national securities exchange, we are not required to do so. It is possible that if we were to adopt some or all of these corporate governance measures, stockholders would benefit from somewhat greater assurances that internal corporate decisions were being made by disinterested directors and that policies had been implemented to define responsible conduct. For example, in the absence of audit, nominating and compensation committees comprised of at least a majority of independent directors, decisions concerning matters such as compensation packages to our senior officers and recommendations for director nominees may be made by a majority of directors who have an interest in the outcome of the matters being decided. Prospective investors should bear in mind our current lack of corporate governance measures in formulating their investment decisions.

***We may be exposed to potential risks relating to our internal control over financial reporting.***

As directed by Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX 404"), the SEC has adopted rules requiring public companies to include a report of management on the Company's internal control over financial reporting in its annual reports. While we expect to expend significant resources in developing the necessary documentation and testing procedures required by SOX 404, there is a risk that we will not comply with all of the requirements imposed thereby. At present, there is no precedent available with which to measure compliance adequately. In the event we identify significant deficiencies or material weaknesses in our internal control over financial reporting that we cannot remediate in a timely manner, investors and others may lose confidence in the reliability of our financial statements and our ability to obtain equity or debt financing could suffer.

***We have many authorized but unissued shares of our common stock.***

We have a large number of authorized but unissued shares of common stock, which our management may issue without further stockholder approval, thereby causing dilution of your holdings of our common stock. Our management will continue to have broad discretion to issue shares of our common stock in a range of transactions, including capital-raising transactions, mergers, acquisitions, and other transactions, without obtaining stockholder approval, unless stockholder approval is required. If our management determines to issue shares of our common stock from the large pool of authorized but unissued shares for any purpose in the future, your ownership position would be diluted without your further ability to vote on that transaction.

***Shares of our common stock may continue to be subject to illiquidity because our shares may continue to be thinly traded and may never become eligible for trading on a national securities exchange.***

While we may at some point be able to meet the requirements necessary for our common stock to be listed on a national securities exchange, we cannot assure you that we will ever achieve a listing of our common stock on a national securities exchange. Our shares will only be eligible for quotation on the OTC Markets, which is not an exchange. Initial listing on a national securities exchange is subject to a variety of requirements, including minimum trading price and minimum public "float" requirements, and could also be affected by the general skepticism of such markets concerning companies that are the result of mergers with inactive, publicly-held companies. There are also continuing eligibility requirements for companies listed on public trading markets. If we are unable to satisfy the initial or continuing eligibility requirements of any such market, then our stock may not be listed or could be delisted. This could result in a lower trading price for our common stock and may limit your ability to sell your shares, any of which could result in you losing some or all of your investments.

***The market valuation of our business may fluctuate due to factors beyond our control and the value of your investment may fluctuate correspondingly.***

The market valuation of emerging growth companies, such as us, frequently fluctuate due to factors unrelated to the past or present operating performance of such companies. Our market valuation may fluctuate significantly in response to a number of factors, many of which are beyond our control, including:

- i. changes in securities analysts' estimates of our financial performance, although there are currently no analysts covering our stock;
- ii. fluctuations in stock market prices and volumes, particularly among securities of emerging growth companies;
- iii. changes in market valuations of similar companies;
- iv. announcements by us or our competitors of significant contracts, new technologies, acquisitions, commercial relationships, joint ventures or capital commitments;
- v. variations in our quarterly operating results;
- vi. fluctuations in related labor cost; and
- vii. additions or departures of key personnel.

As a result, the value of your investment in us may fluctuate.

***We have never paid dividends on our common stock.***

We have never paid cash dividends on our common stock and do not presently intend to pay any dividends in the foreseeable future. Investors should not look to dividends as a source of income.

In the interest of reinvesting initial profits back into our business, we do not intend to pay cash dividends in the foreseeable future. Consequently, any economic return will initially be derived, if at all, from appreciation in the fair market value of our stock, and not as a result of dividend payments.

## THE OFFERING

### REGULATION A+

We are offering our Common Stock pursuant to recently adopted rules by the Securities and Exchange Commission mandated under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. These offering rules are often referred to as “*Regulation A+*.” We are relying upon “*Tier 2*” of Regulation A+, which allows us to offer of up to \$50 million in a 12-month period.

In accordance with the requirements of Tier 2 of Regulation A+, we will be required to publicly file annual, semiannual, and current event reports with the Securities and Exchange Commission after the qualification of the offering statement of which this Offering Circular forms a part.

## THE OFFERING

|   |   |
|---|---|
| <b>Issuer:</b>  | Quality Online Education Group Inc.   |
| <b>Shares Offered:</b>  | A maximum of Five Hundred Million (500,000,000) shares of our Common Stock (the “Maximum Offering”), at an offering price of Two Cents (\$0.02) per share (the “Shares”) are being offered by the Company. 1,507,250,198 of the Shares are being offered by the Selling Shareholders.   |
| <b>Number of shares of Common Stock Outstanding before the Offering:</b>      | 1,728,095,062   |
| <b>Number of shares of Common Stock to be Outstanding after the Offering:</b> | 2,228,095,062 shares of Common Stock if the Maximum Offering is sold.   |
| <b>Price per Share:</b>   | Two cents (\$0.02).   |
| <b>Maximum Offering:</b>  | Five Hundred Million (500,000,000) shares of our Common Stock (the “Maximum Offering”) by the Company, at an offering price of Two Cents (\$0.02) per share (the “Shares”), for total gross proceeds to the Company of Ten Million Dollars (\$10,000,000). Additionally, 1,507,250,198 shares of our Common Stock may be sold by the Selling Shareholders.  |
| <b>Use of Proceeds:</b>   | <p>If we sell all the Shares being offered, our net proceeds (after our estimated commissions, if any, and our estimated Offering expenses) will be approximately \$9,950,000. We will use these net proceeds for our operations, expenses associated with the marketing and advertising of the Offering, working capital, and general corporate purposes, and such other purposes described in the “Use of Proceeds” section of this Offering Circular.</p> <p>We will not receive any proceeds from the sale of the common stock by the Selling Shareholders.</p> |
| <b>Risk Factors:</b>  | Investing in our Common Stock involves a high degree of risk. See “Risk Factors.”   |

As of September 3, 2021, (1,728,095,062) one billion seven hundred twenty-eight million, ninety-five thousand, sixty two shares of common stock, \$0.0001 par value per share, were issued and outstanding out of the (5,000,000,000) five billion shares of common stock authorized.

## USE OF PROCEEDS

We will not receive any of the proceeds from the sale of the common stock by the Selling Shareholders. We will use our best efforts to raise a maximum of \$10,000,000 for the Company in this offering. We are requiring no minimum offering proceeds threshold. The table below summarizes how we will utilize the proceeds of this offering, including in the event that the Company raises less than the full amount expected (\$10,000,000). The actual amount of proceeds realized may differ from the amounts summarized below (1). To successfully carry out our stated goals, QOEG would need \$9,500,000, including capital raised in this offering. We anticipate incurring up to \$50,000 in offering expenses, \$100,000 in SEC reporting and compliance, and \$2,000,000 to maintain our general and administrative functions over the next twelve months. If we don't raise enough proceeds in this offering or generate sufficient revenue, our working capital goal may not be met. Furthermore, without sufficient proceeds from this offering or the generation of sufficient revenue, some of our other expenses, including advertising and marketing, website design, and operating and equipment may not be incurred or undertaken. While we anticipate incurring \$50,000 total in offering expenses it was and will be paid from an investment by our President. While QOEG hopes to secure sufficient funds in the Offering described herein, there is no minimum offering amount. If we cannot obtain needed funds, we may be forced to curtail or cease our activities altogether.

The following table sets forth the use of the proceeds from this offering:

If Maximum Amount Raised from the Offering

|  |                     |
|--|---------------------|
| <b>Total Proceeds (less \$65,000 of auditor and attorney fees)</b> | <b>\$ 9,935,000</b> |
| <b>Offering Expenses</b>   | <b>\$ 50,000</b>    |
| Legal Expenses - Public Company                                    | \$ 100,000          |
| Directors and Officers Liability Insurance                         | \$ 100,000          |
| Audit, Accounting and Consulting related Expense                   | \$ 100,000          |
| Administrative G&A, Salaries Overhead                              | \$ 2,000,000        |
| Marketing and Branding   | \$ 500,000          |
| Product Development and Upgrade                                    | \$ 1,000,000        |
| Operations Expansion   | \$ 3,200,000        |
| Acquisitions for Expansion   | \$ 2,000,000        |
| *Contingency   | \$ 500,000          |
| Working Capital  | \$ 385,000          |
| <b>TOTAL</b>   | <b>\$ 9,935,000</b> |

If 75% the Amount Raised from the Offering

|  |                     |
|--|---------------------|
| <b>Total Proceeds (less \$65,000 of auditor and attorney fees)</b> | <b>\$ 7,435,000</b> |
| <b>Offering Expenses</b>   | <b>\$ 50,000</b>    |
| Legal Expenses - Public Company                                    | \$ 100,000          |
| Directors and Officers Liability Insurance                         | \$ 100,000          |
| Audit, Accounting and Consulting related Expense                   | \$ 100,000          |
| Administrative G&A, Salaries Overhead                              | \$ 1,500,000        |
| Marketing and Branding   | \$ 375,000          |
| Product Development and Upgrade                                    | \$ 750,000          |
| Operations Expansion   | \$ 2,400,000        |
| Acquisitions for Expansion   | \$ 1,500,000        |
| *Contingency   | \$ 375,000          |
| Working Capital  | \$ 185,000          |
| <b>TOTAL</b>   | <b>\$ 7,435,000</b> |

If 50% the Amount Raised from the Offering

|  |                     |
|--|---------------------|
| <b>Total Proceeds (less \$65,000 of auditor and attorney fees)</b> | <b>\$ 4,935,000</b> |
| <b>Offering Expenses</b>   | <b>\$ 50,000</b>    |
| Legal Expenses - Public Company                                    | \$ 100,000          |
| Directors and Officers Liability Insurance                         | \$ 100,000          |
| Audit, Accounting and Consulting related Expense                   | \$ 100,000          |
| Administrative G&A, Salaries Overhead                              | \$ 1,125,000        |
| Marketing and Branding   | \$ 280,000          |
| Product Development and Upgrade                                    | \$ 562,000          |
| Operations Expansion   | \$ 1,800,000        |
| Acquisitions for Expansion   | \$ 0                |
| *Contingency   | \$ 250,000          |
| Working Capital  | \$ 568,000          |
| <b>TOTAL</b>   | <b>\$ 4,935,000</b> |

If 25 % of the Amount Raised from the Offering

|  |                     |
|--|---------------------|
| <b>Total Proceeds (less \$65,000 of auditor and attorney fees)</b> | <b>\$ 2,435,000</b> |
| <b>Offering Expenses</b>   | <b>\$ 50,000</b>    |
| Legal Expenses - Public Company                                    | \$ 100,000          |
| Directors and Officers Liability Insurance                         | \$ 100,000          |
| Audit, Accounting and Consulting related Expense                   | \$ 100,000          |
| Administrative G&A, Salaries Overhead                              | \$ 300,000          |
| Marketing and Branding   | \$ 100,000          |
| Product Development and Upgrade                                    | \$ 300,000          |
| Operations Expansion   | \$ 1,250,000        |
| Acquisitions for Expansion   | \$ 0                |
| *Contingency   | \$ 120,000          |
| Working Capital  | \$ 15,000           |
| <b>TOTAL</b>   | <b>\$ 2,435,000</b> |

\*Note to Use of Proceeds; Contingency listed in the table above are allocated for unforeseen expenses relating to the proposed business and operations and of the Company. Any proceeds listed in the Contingency not required for use in unforeseen expenses will be moved to working capital for the company's sole use in future operations.

The order of priority of the use of proceeds is as follows: Legal & Accounting, Marketing and Branding, Operations Expansion, Product Development and Upgrade, Acquisitions for Expansion. We do not intend to use funds from the Offering to be accrued and unpaid wages.

Note: After reviewing the portion of the offering allocated to the payment of offering expenses, and to the immediate payment to management and promoters of any fees, reimbursements, past salaries or similar payments, a potential investor should consider whether the remaining portion of his investment, which would be that part available for future development of the Company's business and operations, would be adequate.

No assets are planned to be acquired from officers, directors, employees or principal stockholders of the Company or their associates.

Legal & Accounting fees will also be used to continue auditing our financials and keep in compliance with FINRA and the SEC and OTC Markets (if needed).

The Company plans to build up its executive team, support staff and skilled labor with its Salaries & Operating budget.

As of May 31, 2021, the Company owed its officers \$0.00 in unpaid wages.

The Company has sustained operating losses since inception, and it has been dependent upon limited private lending to provide enough working capital in order to finance its operations. Management believes that it can continue to raise debt and equity financing to support its operations. The Company's ability to continue in existence is dependent upon developing additional sources of capital and/or achieving profitable operations.

The proceeds from this offering would satisfy the Company's cash requirements for the next 12 months, if realized in full. There is no assurance that we will sell any of the Commitment Shares, if at all.

We intend to raise additional capital through equity and debt financing as needed, though there cannot be any assurance that such funds will be available to us on acceptable terms, on an acceptable schedule, or at all.

The amounts and timing of our actual expenditures will depend on numerous factors, including the status of our product sales and marketing efforts, the amount of proceeds received from the exercise of the Warrants, and the amount of cash generated through our existing strategic collaborations and any additional strategic collaborations into which we may enter.

## THE SELLING SHAREHOLDERS

### Selling Shareholders

On August 31, 2020, the Company, pursuant to the Share Exchange Agreement, exchanged 3,000,000,000 of its common shares for all the shares of Quality Online Education Group Inc., an Ontario company.

| Number | Name                   | Shares of<br>Common<br>Stock<br>Beneficially<br>Owned prior<br>to offering | Maximum<br>Number of<br>Shares of<br>Common<br>Stock to be<br>Offered | Number of<br>Shares of<br>Common<br>Stock<br>Beneficially<br>Owned after<br>Offering | Percent<br>Ownership<br>after Offering |
|--------|------------------------|--|---|--|--|
| 1      | Aixia HU               | 12,000,000   | 12,000,000  | 0  | 0.00%                                  |
| 2      | Bo LIU                 | 1,511,100  | 1,511,100   | 0  | 0.00%                                  |
| 3      | ChanJuan WANG          | 17,965,793   | 17,965,793  | 0  | 0.00%                                  |
| 4      | Chenxi Zhao            | 6,178,560  | 6,178,560   | 0  | 0.00%                                  |
| 5      | Chi Huang              | 1,000,000  | 1,000,000   | 0  | 0.00%                                  |
| 6      | CHOW CHUN KIT          | 10,000,000   | 10,000,000  | 0  | 0.00%                                  |
| 7      | Chuang Zhang           | 750,000  | 750,000   | 0  | 0.00%                                  |
| 8      | ChunLing LIU           | 6,055,562  | 6,055,562   | 0  | 0.00%                                  |
| 9      | Chunyan LIU            | 5,000,000  | 5,000,000   | 0  | 0.00%                                  |
| 10     | Dehua Yin              | 2,000,000  | 2,000,000   | 0  | 0.00%                                  |
| 11     | Densyn Consulting Inc. | 3,132,021  | 3,132,021   | 0  | 0.00%                                  |
| 12     | Dong Liu               | 4,000,000  | 4,000,000   | 0  | 0.00%                                  |
| 13     | Dong Ming Zhao         | 3,000,000  | 3,000,000   | 0  | 0.00%                                  |
| 14     | Dongmei Zhou           | 2,000,000  | 2,000,000   | 0  | 0.00%                                  |
| 15     | Dongxin WANG           | 866,070  | 866,070   | 0  | 0.00%                                  |
| 16     | Hao BAI                | 20,261,781   | 20,261,781  | 0  | 0.00%                                  |
| 17     | Hong Yang              | 1,000,000  | 1,000,000   | 0  | 0.00%                                  |
| 18     | Houxiong SU            | 3,909,000  | 3,909,000   | 0  | 0.00%                                  |
| 19     | Jialing ZHANG          | 1,068,750  | 1,068,750   | 0  | 0.00%                                  |
| 20     | Jiaojiao LIN           | 2,000,000  | 2,000,000   | 0  | 0.00%                                  |
| 21     | JingZhi Liu            | 1,171,875  | 1,171,875   | 0  | 0.00%                                  |
| 22     | Liangjian Peng         | 4,000,000  | 4,000,000   | 0  | 0.00%                                  |
| 23     | Lin ZHAO               | 88,218,309   | 88,218,309  | 0  | 0.00%                                  |
| 24     | Liu XiaoQiong          | 2,750,000  | 2,750,000   | 0  | 0.00%                                  |
| 25     | Meihua Xu              | 4,000,000  | 4,000,000   | 0  | 0.00%                                  |
| 26     | Mingfang Jiang         | 31,450,000   | 31,450,000  | 0  | 0.00%                                  |
| 27     | Nathaniel Shapiro      | 1,250,000  | 1,250,000   | 0  | 0.00%                                  |
| 28     | Ning AN                | 21,193,680   | 21,193,680  | 0  | 0.00%                                  |
| 29     | Qiang TONG             | 588,713,341  | 588,713,341   | 0  | 0.00%                                  |
| 30     | Qing FENG              | 1,870,500  | 1,870,500   | 0  | 0.00%                                  |
| 31     | Ruiyu Liu              | 60,000,000   | 60,000,000  | 0  | 0.00%                                  |
| 32     | Shameng LI             | 2,000,000  | 2,000,000   | 0  | 0.00%                                  |
| 33     | Shidi LEI              | 13,736,645   | 5,000,000   | 8,736,645  | 0.51%                                  |
| 34     | ShuangWen ZHAO         | 28,919,466   | 28,919,466  | 0  | 0.00%                                  |
| 35     | Shugang Jing           | 2,500,000  | 2,500,000   | 0  | 0.00%                                  |
| 36     | Shuqing Liu            | 30,509,752   | 30,509,752  | 0  | 0.00%                                  |
| 37     | Siyu DAI               | 26,811,889   | 26,811,889  | 0  | 0.00%                                  |
| 38     | Susana Yan Ying CHOW   | 32,836,269   | 32,836,269  | 0  | 0.00%                                  |
| 39     | Tengzhi Wang           | 4,500,000  | 4,500,000   | 0  | 0.00%                                  |
| 40     | Tianjie LI             | 10,000,000   | 10,000,000  | 0  | 0.00%                                  |
| 41     | Tingting SUN           | 675,000  | 675,000   | 0  | 0.00%                                  |
| 42     | Wang Xu                | 1,000,000  | 1,000,000   | 0  | 0.00%                                  |
| 43     | Wanli Zhao             | 11,000,000   | 11,000,000  | 0  | 0.00%                                  |
| 44     | Wengang XU             | 73,022,387   | 73,022,387  | 0  | 0.00%                                  |
| 45     | Xiang HUANG            | 5,000,000  | 5,000,000   | 0  | 0.00%                                  |
| 46     | Xiaoxiao GUO           | 37,206,084   | 37,206,084  | 0  | 0.00%                                  |
| 47     | Xumei Zheng            | 2,000,000  | 2,000,000   | 0  | 0.00%                                  |
| 48     | XuYe WU                | 234,134,789  | 234,134,789   | 0  | 0.00%                                  |
| 49     | Yabiao LIU             | 1,050,000  | 1,050,000   | 0  | 0.00%                                  |
| 50     | Yang WU                | 5,673,600  | 5,673,600   | 0  | 0.00%                                  |

|    |                |            |            |   |       |
|----|----------------|------------|------------|---|-------|
| 51 | YanHua GAO     | 20,000,000 | 20,000,000 | 0 | 0.00% |
| 52 | Yi GUAN        | 2,000,000  | 2,000,000  | 0 | 0.00% |
| 53 | Yuchen Li      | 262,500    | 262,500    | 0 | 0.00% |
| 54 | Yueyan TIAN    | 14,285,800 | 14,285,800 | 0 | 0.00% |
| 55 | Yuzhu Tong     | 30,000,000 | 30,000,000 | 0 | 0.00% |
| 56 | Zhigang Tian   | 8,464,403  | 8,464,403  | 0 | 0.00% |
| 57 | ZhongChun SHEN | 10,081,918 | 10,081,918 | 0 | 0.00% |

The total selling shares are 1,507,250,198.

Number 4, 12, 24, 26, 27, 35, 43, and 56: These individuals subscribed in a Regulation D 506(b) private placement from March 2021 to July 2021.

Number 1, 2, 3, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 57: These individuals were part of the Share Exchange Agreement

Number 23 and 48 are directors of the company and own over 5% of the ownership

Number 29 owns over 5% of the ownership

Number 11: Densyn Consulting Inc. is part of the Share Exchange Agreement. The control person is Zen Mao.

## DETERMINATION OF OFFERING PRICE

There has been a limited public market for our Common Stock. Accordingly, the price of the Shares in this Offering was determined by the Company. The principal factors we considered in determining such price include:

- the information set forth in this Offering Circular and otherwise available;
- our history and prospects and the history of and prospects for the industry in which we compete;
- our past and present financial performance;
- our prospects for future earnings and the present state of our development;
- the general condition of the securities markets at the time of this Offering;
- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by us.

The Selling Shareholders will sell their shares pursuant to the Company's Regulation A offering at the fixed price of \$0.02. We will not receive any proceeds from the sale of shares by the Selling Shareholders.

## DILUTION

If you purchase shares in this Offering, your ownership interest in our Common Stock will be diluted immediately, to the extent of the difference between the price to the public charged for each share in this Offering and the net tangible book value per share of our Common Stock after this Offering.

On May 31, 2021 there were an aggregate of 1,565,708,272 shares of Company Common Stock issued and outstanding. Our net tangible book value as of May 31, 2021 was (\$665,152).

If the maximum 500,000,000 new shares of Common Stock in this Offering at the public offering price of \$0.02 per share, after deducting approximately \$50,000 in offering expenses payable by us, our pro forma as adjusted net tangible book value would have been \$9,284,848 or \$0.0045 per share as at May 31, 2021. This amount represents an immediate increase in pro forma net tangible book value of 0.00492 per share to our existing stockholders at the date of this Offering Circular, and an immediate dilution in pro forma net tangible book value of approximately \$0.01551 per share to new investors purchasing shares of Common Stock in this Offering at a price of \$0.02 per share.

The following table illustrates the per share dilution to new investors discussed above, assuming the sale of, respectively, 100%, 75%, 50% and 25% of the shares offered for sale in this offering (after our estimated offering expenses of \$50,000):

**Existing shareholders based upon percentage of shares being offered**

|  | <b>100%</b>   | <b>75%</b>    | <b>50%</b>    | <b>25%</b>    |
|--|---------------|---------------|---------------|---------------|
| Shares issued in the offering  | 500,000,000   | 375,000,000   | 250,000,000   | 125,000,000   |
| Public offering price per share  | \$ 0.02       | \$ 0.02       | \$ 0.02       | \$ 0.02       |
| Net tangible book value per share before the offering                                | \$ 0.0004     | -0.0004       | -0.0004       | -0.0004       |
| Net tangible book value per share after the offering                                 | \$ 0.0045     | 0.0035        | 0.0024        | 0.0011        |
| Increase to present shareholders in net tangible book value per share after offering | \$ 0.00492    | 0.00392       | 0.00278       | 0.00148       |
| Dilution to new investors per share  | \$ 0.01551    | 0.01650       | 0.01764       | 0.01894       |
| Percentage of ownership after offering   | 24%           | 19%           | 14%           | 7%            |
| Total shares issued and outstanding after the offering(1)                            | 2,065,708,272 | 1,940,708,272 | 1,815,708,272 | 1,690,708,272 |

(1) Based on the shares outstanding on May 31, 2021.

## MANAGEMENT'S DISCUSSION AND ANALYSIS AND RESULTS OF OPERATIONS

*The following management's discussion and analysis ("MD&A") should be read in conjunction with financial statements of Quality Online Education Group Inc. (ticker symbol: QOEG) for the years ended August 31, 2020 and 2019, and the notes thereto, as well as the quarter (Q3) ended May 31, 2021.*

### ***Safe Harbor for Forward-Looking Statements***

Certain statements included in this MD&A constitute forward-looking statements, including those identified by the expressions anticipate, believe, plan, estimate, expect, intend, and similar expressions to the extent they relate to Quality Online Education Group Inc. (ticker symbol: QOEG) or its management. These forward-looking statements are not facts, promises, or guarantees; rather, they reflect current expectations regarding future results or events. These forward-looking statements are subject to risks and uncertainties that could cause actual results, activities, performance, or events to differ materially from current expectations. These include risks related to revenue growth, operating results, industry, products, and litigation, as well as the matters discussed in QOEG's MD&A under Risk Factors. Readers should not place undue reliance on any such forward-looking statements. QOEG disclaims any obligation to publicly update or to revise any such statements to reflect any change in the Company's expectations or in events, conditions, or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those set forth in the forward-looking statements.

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes included in this report.

### **Liquidity, Capital Resources and Plan of Operations**

#### ***Going Concern***

Our financial statements appearing elsewhere in this offering circular have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company's ability to continue as a going concern is contingent upon its ability to raise additional capital as required. For the fiscal third quarter ended May 31, 2021, the Company incurred net losses of \$(458,648). Initially, we intend to finance our operations through equity financings.

Our auditors have indicated that these conditions raise substantial doubt about the Company's ability to continue as a going concern. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or amounts and classification of liabilities that might result from this uncertainty.

There are no external sources of liquidity.

#### **Financings and Securities Offerings**

#### ***Investing Activities.***

Since inception, our principal sources of operating funds have been proceeds from equity financing including the sale of our Common Stock to initial investors known to management and principal shareholders of the Company. We do not expect that our current cash on hand will fund our existing operations. We will need to raise additional capital in order execute our business plan and growth goals for at least the next twelve-month period thereafter. If the Company is unable to raise sufficient additional funds, it will have to execute a slower than planned growth path, reduce overhead and scale back its business plan until sufficient additional capital is raised to support further operational expansion and growth. There can be no assurance that such a plan will be successful.

## Company Background and History:

Quality Online Education Group, Inc. (the “Company”) was incorporated on September 20, 2007 as Life Nutrition Products, Inc. and was previously a dietary supplement company specializing in the development marketing and distribution of all natural, proprietary, dietary supplements under the names Trim For Life® Appetite Control and Trim For Life® Energy Formula. Pursuant to a Certificate of Amendment to our Certificate of Incorporation filed with the State of Delaware and effective as of July 19, 2013, LNP changed its corporate name to “ADGS Advisory, Inc.”. On May 14, 2021, the Company changed its name to Quality Online Education Group Inc., and its symbol to “QOEG.”

On September 7, 2010, the Company entered into a Share Exchange Agreement (the “Conqueror Share Exchange Agreement”) with Conqueror Group Limited, a Hong Kong corporation (“Conqueror”) and Acumen Charm Ltd., a British Virgin Islands corporation (the “Conqueror Shareholder”). Pursuant to the Conqueror Share Exchange Agreement, at the closing of the transaction contemplated in the Conqueror Share Exchange Agreement (the “Conqueror Transaction”), the Company was to acquire 100% of the issued and outstanding capital stock of Conqueror from the Conqueror Shareholder, making Conqueror a wholly-owned subsidiary of the Company.

The Closing was to transpire on or before January 31, 2011 but it did not occur by that date. However, as of May 11, 2011, among other things, Michael M. Salerno, the Company’s then sole officer and director, resigned as an officer and director of the Company, and appointed Chu Zhanjun and Li Gang as directors, and Chu Zhanjun as President, Chief Executive Officer and Principal Financial Officer of the Company, each a designee of Conqueror. As a result, a change in control occurred, due to the resignation of Mr. Salerno as sole officer and director, appointment of Mr. Chu as President, Chief Executive Officer and Principal Financial Officer of the Company, and appointment of Mr. Chu and Mr. Li as directors. At the time, the parties anticipated that the transaction contemplated by the Conqueror Share Exchange Agreement would not be completed at any time in future.

On December 7, 2012, LNP entered into the Original Exchange Agreement with ADGS and ADGS Holding. Pursuant to the Original Exchange Agreement, at the closing of the transaction contemplated thereunder (the “Transaction”), we agreed to acquire 100% of the issued and outstanding capital stock of ADGS, making ADGS a wholly-owned subsidiary of the Company. On March 28, 2013, we entered into an amendment (the “Amendment”) to the Original Exchange Agreement (the Original Exchange Agreement, as amended is referred to in this report as the “Exchange Agreement”) pursuant to which we agreed to acquire all of the outstanding shares of Almonds Kisses Limited (BVI), a British Virgin Islands company (“Almonds Kisses BVI”), from the eight shareholders of Almonds Kisses BVI (the “Shareholders”), instead of the shares of ADGS, on the same terms and conditions set forth in the Exchange Agreement. Almonds Kisses BVI is the owner of 100% of the issued and outstanding capital stock of ADGS. The Original Exchange Agreement incorrectly indicated that such owner was ADGS Holdings which error was corrected in the Amendment. The Shareholders are Tong Wing Yee, Tong Wing Shan, Tso Yin Yee, Pang Yiu Kwong, Sin Kok Ho, Fahy Roase-Collette, Tsang Kwai Chun and ADGS Holdings, each of whom executed the Amendment. In addition, on March 28, 2013, the parties to the Exchange Agreement entered into an Extension Agreement (the “Extension Agreement”) extending the closing date of the Transaction to on or before April 15, 2013.

Thus, upon consummation of the Acquisition which occurred on April 12, 2013, Almonds Kisses BVI became our wholly-owned subsidiary and the former shareholders of Almonds Kisses BVI became our controlling shareholders, and Almond Kisses BVI in turn owns all of the issued and outstanding capital stock of ADGS. In January 2013, Almonds Kisses BVI also became the owner of 100% of the issued and outstanding capital stock of Vantage, a Hong Kong corporation. Almond Kisses (BVI) in turn also owns all of the issued and outstanding capital stock of Vantage. ADGS owns 80% of ADGS Tax Advisory Limited (“ADGS Tax”) which is a Hong Kong incorporated holding company, and ADGS Tax owns a 30% interest in Dynamic Golden Limited which is also a Hong Kong incorporated company.

Almonds Kisses BVI was incorporated on March 1, 2011 as a limited liability company in the British Virgin Islands (“BVI”) and, as originally constituted, was owned by the eight Shareholders identified above. ADGS is a Hong Kong corporation which was incorporated on April 28, 2011 and, as originally constituted, was solely owned by Tong Wing Yee and Tong Wing Shan (two of the shareholders of Almonds Kisses BVI) until being acquired by Almonds Kisses BVI pursuant to a transaction completed on April 30, 2011 in contemplation of the Acquisition. In this regard and in anticipation of effecting a transaction which resulted in the Acquisition, on April 30, 2011 Tong Wing Yee and Tong Wing Shan exchanged their shares for additional shares in Almonds Kisses BVI in order to create a BVI holding company structure for the operating business. British Virgin Islands holding companies have been utilized in Hong Kong for many years by entrepreneurs undertaking business in Hong Kong. Management believes such structure may provide certain advantages in the future in that shares held in a Hong Kong corporation are subject to a fairly substantial stamp duty on the transfer of any of such shares while the transfer of shares in a BVI company is not subject to any stamp duty in the BVI. In addition, Management further believes the BVI holding company structure may provide other benefits in the future including more corporate flexibility in that mergers can be effected by a BVI company compared to Hong Kong where a Hong Kong company is not able to merge with any entity insofar that a merger is not provided for under the Hong Kong Companies Ordinance.

On July 19, 2013, Life Nutrition Products, Inc. changed its name to ADGS Advisory, Inc. The Company also changed its symbol from LIPN to ADGS on such date. ADGS Advisory, Inc. is a holding company.

On December 11, 2019, Rhonda Keaveney purchased 1,000,000 shares of Convertible Preferred Series A Stock from the Company, resulting in Ms. Keaveney gaining voting control of the Company

On January 30, 2020, Rhonda Keaveney sold the controlling voting shares to Golden Panegyric Inc., and a change of control took place.

On June 26, 2020, Golden Panegyric Inc. sold the controlling voting shares to Xuye Wu, and a change of control took place.

On August 31, 2020, the Company acquired Quality Online Education Group Inc. in exchange for 3 Billion (3,000,000,000) shares of common stock of the Company, and a change of control occurred.

On May 14, 2021, the Company changed its name to Quality Online Education Group Inc., and its symbol to “QOEG.”

The shares of QOEG’s common stock are “penny stock exempt” security; specifically, according to OTC Markets, Penny Stock Exempt status means that QOEG stock is now exempt from the limitations that accompany any security defined as a “Penny Stock” according to the SEC under Rule 240.3a51-1 because it meets one of the following tests: 1) A price of over \$5 per share, 2) the issuer has Average Revenue of at least \$6 million for the last 3 years, or 3) the issuer has Net Tangible Assets in excess of \$2 million if the issuer has been in continuous operations for at least 3 years or \$5 million if less than 3 years

## **Business Strategy**

Quality Online Education Group has founded in Aug 2018 in Ontario Canada with a global reach. We provide comprehensive online English lessons to students around the world. English education resource are unbalanced between areas. The students of tier 2 and tier 3 cities in China and some southeast Asian countries are extremely under-served. To address this unmet need, we have developed online and mobile education platforms, customized the content and optimized the marketing method to provide high quality yet affordable products that enable students around the world to take live online English lessons with native English-speaking teachers. We connect our students with highly qualified teachers who have gone through our rigorous selection and training process before they deliver lessons. We hire, train, and manage our tutors from North America and the Philippines.

Our market consists of students from K12 to adults. The lessons we provide are focused on the interaction and application of English as well as test preparation such as IELTS

We have successfully launched a direct selling model through Mommy Influencer in a few tier-2 cities in China as well as in Italy, Brazil and France. This business model is cost-effective, saving us significant sales and marketing dollars and build a better cash flow outlook compare to the competitors who only use online advertisement. With the proper expansion of operations, coupled with the replication of our direct selling model to targeted areas around the world more than 200 cities around the globe, we expect to achieve magnitudes of exponential growth.

## **Company's Plan of Operation.**

We are also launching small group lessons, where one teacher teaches 2-4 students online at the same time. The one to many model has lower unit price than other competitors, and may be affordable for more students in our target cities yet yield with a higher margin.

We intend to further develop our sales platform by entering additional cities in China and other countries in need of English teaching resources. Also, we plan to develop and launch new product lines such as the test preparation trainings for IELTS and the like. We anticipate a greater margin of profit through increasing the student retention rate and launching new product lines, like group lessons.

## **Contractual Obligations, Commitments and Contingencies**

As of the date there are none.

## **Off-Balance Sheet Arrangements**

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements.

## **Quantitative and Qualitative Disclosures about Market Risk**

As a smaller reporting company (as defined in Rule 12b-2 of the Exchange Act), we are not required to provide the information called for by Item 304 of Regulation S-K.

## **Contingencies**

Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur. The Company's management, in consultation with its legal counsel as appropriate, assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company, in consultation with legal counsel, evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein. If the assessment of a contingency indicates it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates a potentially material loss contingency is not probable, but is reasonably possible, or is probable, but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss, if determinable and material, would be disclosed. Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the guarantees would be disclosed.

## OUR BUSINESS

Quality Online Education Group Inc. offers online English programs for K12 and adults, white-label online tutoring services, and end-to-end management software solutions for education institutions. The company's primary business is in educational services with core expertise in English online K-12 courses for students around the world. QOEG also provides professional recruitment services for education organizations seeking educators.

### **Our Business Objectives:**

To be a leading E-learning company that provides comprehensive online lessons to students in different parts of the world. We deliver quality education to students and noticeable results from our passionate teachers and teaching assistants. We combined Education and Entertainment (Edu-tainment) in part of the learning. It is our mission to develop confidence in our students so they can reach their goals with happiness and efficiency. The main business scope of the Group includes K12 English Online education services, training preparation for the IELTS exam, courseware development, and Education-technology platform development.

### **Technology and Infrastructure**

We use the technology of EEO EDUCATION TECHNOLOGY CO. LTD. (EEO), to deliver audio and video data, and their technology is important to our ongoing ability to operate our online and mobile education platforms. Our agreement with EEO is attached hereto as an Exhibit.

### **Related Party Transaction**

#### *Approval of Related Party Transactions*

Related party transactions are reviewed and approved or denied by the Board of Directors of the Company. If the related party to a transaction is a member of the board, the transaction must be approved by a majority of the board that does not include the related party.

### **Employees**

We currently employ a Chief Executive Officer, Vice President of Operations, Vice President of Academics and Vice President of M&A to support the company's operations.

### **Properties:**

The company maintains a physical address at #306- 650 Highway 7 East Richmond Hill, ONT L4B2N7 Canada. Our website is [www.qualityonline.education](http://www.qualityonline.education).

### **Legal Proceedings**

There are no known legal proceedings against any of our directors, officers, or Company.

### **Intellectual Property**

Our patents, trademarks, copyrights, domain names, trade secrets and other intellectual property rights distinguish our courses and services from those of our competitors and contribute to our ability to compete in our target markets. We rely on a combination of copyright and trademark law, trade secret protection and confidentiality agreements with employees to protect our intellectual property rights. In addition, under the employment agreements we enter into with our employees, they acknowledge that the intellectual property made by them in connection with their employment with us are our property. We also regularly monitor any infringement or misappropriation of our intellectual property rights.

As of August 11, 2021, we have registered 2 domain name relating to our business, including our <https://www.mybangbangtang.cn/> website and <http://qualityonline.education/> website, and 9 trademarks in China.

#### **Corporate Information**

Our investor relations department can be contacted at our principal executive office by email at [contactus@qoeg.ca](mailto:contactus@qoeg.ca) and by phone 905-882-1585.

#### **Transfer Agent**

The transfer agent for our Common Stock is Olde Monmouth Stock Transfer Co., Inc., with an address of 200 Memorial Pkwy, Atlantic Heights, NJ 07716 ([www.oldemonmouth.com](http://www.oldemonmouth.com)). The transfer agent's telephone number is (732) 872-2727.

## DESCRIPTION OF PROPERTY

Quality Online Education Group Inc. has offices leased at:

#306- 650 Highway 7 East Richmond Hill, ONT L4B2N7 Canada

Lease amount is \$2,850 per month.

## DIRECTORS, EXECUTIVE OFFICERS & CORPORATE GOVERNANCE

### Executive Officers and Directors

The names of our executive officers and directors, as of June 7, 2021, and the positions currently held by each are as follows:

| Name               | Position  | Term of Office |
|--------------------|---|----------------|
| XuYe Wu<br>age __  | Chief Executive Officer and Chairman of the Board | One (1) year   |
| Xijin Wu<br>age __ | Board Member                                      | One (1) year   |
| Lin Zhao<br>Age __ | Board Member                                      | One (1) year   |

### Director Independence

We do not have any independent directors serving on our Board of Director.

### Executive Officers and Directors

#### XuYe Wu

Edward Wu, age 27, has been serving as the CEO and the director of the Company since January 1, 2021. Prior to that, he founded Golden Voice English Online Education in 2015. After receiving multiple rounds of venture capital investment, he left and founded Quality Online Education Group Inc. with a refined understanding of the industry and the market. Mr. Wu attended the University of Toronto from 2013 to 2015, majoring in Economics. Through his prior experiences, Edward possesses good understanding of the education industry, and his experience managing an online education company helps him making critical strategic goals balancing cost and the rate of growth. His working experience qualifies him to serve on our board and bring in valuable insights on running the company.

#### Xijin Wu

William Wu, Age 38, has been serving as the CEO and the directors of the Company since February 7, 2020 and remains as the director since January 1st, 2021. He is a serial entrepreneur and angel investor and has been focused on education and e-commerce over the past 15 years. Prior to joining QOEG, he was the founder and CEO of Dongyang Aibel Education Group and Ningbo Realfun Education Group. He successfully established several enterprises with a total annual revenue of hundreds of millions. He has participated in more than dozens of angel investment projects, including Mobike, Auro Robotics, Flirtey, Bingz Canada, Instawork, etc.

#### Lin Zhao

David Zhao, age 35, has been serving as a director of QOEG since October 15, 2020. He is also the founder and chairman of Triple Consulting Inc. Canada since 2016. He has served as the operation director of Jinchi Biotech Ltd and responsible for its IPO work and successfully helping its listing on National Stock Exchange of Australia. Mr. Zhao has rich experience in IPO advisory and corporate structure design. Mr. Zhao's professional experience qualifies him to serve on our Board. Mr. Zhao holds graduate degrees from both Brock University in Canada and Hunan University in China.

## **Board Leadership Structure and Risk Oversight**

The Board oversees our business and considers the risks associated with our business strategy and decisions. The Board currently implements its risk oversight function as a whole. Each of the Board committees, when established, will also provide risk oversight in respect of its areas of concentration and reports material risks to the board for further consideration.

### **Term of Office**

Directors serve until the next annual meeting and until their successors are elected and qualified. Officers are appointed to serve for one (1) year until the meeting of the Board following the annual meeting of shareholders and until their successors have been elected and qualified.

### **Director Independence**

We use the definition of “independence” of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an “independent director” is a person other than an officer or employee of the company or any other individual having a relationship which, in the opinion of the Company’s Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- the director is, or at any time during the past three (3) years was, an employee of the company;
- the director or a family member of the director accepted any compensation from the company in excess of \$120,000 during any period of twelve (12) consecutive months within the three (3) years preceding the independence determination (subject to certain exemptions, including, among other things, compensation for board or board committee service);
- the director or a family member of the director is a partner in, controlling shareholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient’s consolidated gross revenue for that year or \$200,000, whichever is greater (subject to certain exemptions);
- the director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three (3) years, any of the executive officers of the company served on the compensation committee of such other entity; or
- the director or a family member of the director is a current partner of the company’s outside auditor, or at any time during the past three (3) years was a partner or employee of the company’s outside auditor, and who worked on the company’s audit.

Under such definitions, we have no independent directors. However, our Common Stock is not currently quoted or listed on any national exchange or interdealer quotation system with a requirement that a majority of our Board be independent and, therefore, the Company is not subject to any director independence requirements.

## **Family Relationships**

There are no additional family members serving as Officers and Directors of the Company.

## **Involvement in Certain Legal Proceedings**

During the past five years none of our directors, executive officers, promoters or control persons was:

- 1) the subject of any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;
- 2) convicted in a criminal proceeding or is subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- 3) subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities; or
- 4) found by a court of competent jurisdiction (in a civil action), the Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law.

## **Code of Business Conduct and Ethics**

Our Board plans to adopt a written code of business conduct and ethics (“Code”) that applies to our directors, officers and employees, including our principal executive officer, principal financial officer and principal accounting officer or controller, or persons performing similar functions. We intend to post on our website a current copy of the Code and all disclosures that are required by law in regard to any amendments to, or waivers from, any provision of the Code.

## **Evaluation of Disclosure Controls and Procedures**

We carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)). Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered in this report, our disclosure controls and procedures were not effective to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the required time periods and is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Our management, including our principal executive officer and principal financial officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all error or fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. To address the material weaknesses, we performed additional analysis and other post-closing procedures in an effort to ensure our consolidated financial statements included in this offering circular have been prepared in accordance with generally accepted accounting principles. Accordingly, management believes that the financial statements included in this report fairly present in all material respects our financial condition, results of operations and cash flows for the periods presented.

### **Management's Report on Internal Control over Financial Reporting.**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Securities Exchange Act, as amended. Internal control over financial reporting is a process designed by, or under the supervision of, the Chief Executive Officer and Principal Accounting Officer and effected by our Board of Directors, management, and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

The framework our management uses to evaluate the effectiveness of our internal control over financial reporting is based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on our evaluation under the framework described above, our management has concluded that our internal control over financial reporting was ineffective as of August 31, 2020 due to the same material weaknesses that rendered our disclosure controls and procedures ineffective. The Company's internal control over financial reporting is not effective due to a lack of sufficient resources to hire a support staff in order to separate duties between different individuals. The Company lacks the appropriate personnel to handle all the varying recording and reporting tasks on a timely basis. The Company plans to address these material weaknesses as resources become available by hiring additional professional staff, such as a Chief Financial Officer, as funding becomes available, outsourcing certain aspects of the recording and reporting functions, and separating responsibilities. We have identified the following material weaknesses.

1. As of August 30, 2020, we did not maintain effective controls over the control environment. Specifically, we have not developed and effectively communicated to our employees the accounting policies and procedures. This has resulted in inconsistent practices. Further, the Board of Directors does not currently have any independent members and no director qualifies as an audit committee financial expert as defined in Item 407(d)(5)(ii) of Regulation S-K. Since these entity level programs have a pervasive effect across the organization, management has determined that these circumstances constitute a material weakness.
2. As of August 30, 2019, we did not maintain effective controls over financial statement disclosure. Specifically, controls were not designed and in place to ensure that all disclosures required were originally addressed in our financial statements. Accordingly, management has determined that this control deficiency constitutes a material weakness.

Because of these material weaknesses, management has concluded that the Company did not maintain effective internal control over financial reporting as of August 31, 2019, based on the criteria established in "INTERNAL CONTROL-INTEGRATED FRAMEWORK" issued by the COSO.

### **Change in Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during our last fiscal year that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **Attestation Report of the Registered Public Accounting Firm**

This offering circular does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm pursuant to temporary rules of the SEC that permit us to provide only management's report in this annual report.

## EXECUTIVE COMPENSATION

The following summary compensation table reflects all compensation awarded to, earned by, or paid to our Chief Executive Officer and president and other employees for all services rendered to us in all capacities during 2019, and 2020.

### Summary Compensation Table

| <b>Name and Position</b> | <b>Year</b> | <b>Salary<br/>(\$)</b> | <b>All Other<br/>Compensation</b> | <b>Total<br/>(\$)</b> |
|--------------------------|-------------|------------------------|-----------------------------------|-----------------------|
| XuYe Wu, CEO, Director   | 2019        |                        |                                   | 0                     |
|                          | 2020        |                        |                                   | 0                     |

### Employment Agreements

Company has employment agreements for:

### Director Compensation

The following table sets forth director compensation as of August 31, 2019:

| <b>Name</b>     | <b>Fees<br/>Earned<br/>or Paid<br/>in Cash<br/>(\$)</b> | <b>Stock<br/>Awards<br/>(\$)</b> | <b>Option<br/>Awards<br/>(\$)</b> | <b>Non-Equity<br/>Incentive Plan<br/>Compensation<br/>(\$)</b> | <b>Nonqualified<br/>Deferred<br/>Compensation<br/>Earnings<br/>(\$)</b> | <b>All Other<br/>Compensation<br/>(\$)</b> | <b>Total<br/>(\$)</b> |
|-----------------|---|----------------------------------|-----------------------------------|--|---|--|-----------------------|
| Rhonda Keaveney |   |                                  |                                   |  |   |  |                       |

The following table sets forth director compensation as of August 31, 2020:

| <b>Name</b> | <b>Fees<br/>Earned<br/>or Paid<br/>in Cash<br/>(\$)</b> | <b>Stock<br/>Awards<br/>(\$)</b> | <b>Option<br/>Awards<br/>(\$)</b> | <b>Non-Equity<br/>Incentive Plan<br/>Compensation<br/>(\$)</b> | <b>Nonqualified<br/>Deferred<br/>Compensation<br/>Earnings<br/>(\$)</b> | <b>All Other<br/>Compensation<br/>(\$)</b> | <b>Total<br/>(\$)</b> |
|-------------|---|----------------------------------|-----------------------------------|--|---|--|-----------------------|
| XuYe Wu     |   |                                  |                                   |  |   |  | 0                     |
| Xijin Wu    |   |                                  |                                   |  |   |  | 0                     |
| Lin Zhao    |   |                                  |                                   |  |   |  | 0                     |

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

During the 8 months ended of May 31, 2021, Xijin Wu and Kuido Wu, advanced the Company \$168,723. The advance is non-interest bearing and due on demand.

## SECURITY OWNERSHIP OF MANAGEMENT & CERTAIN SECURITY HOLDERS

The following table shows the beneficial ownership of our Common Stock as of the date of this Offering Circular held by (i) each person known to us to be the beneficial owner of more than five percent (5%) of any class of our shares; (ii) each director; (iii) each executive officer; and (iv) all directors and executive officers as a group. As of August 31, 2019, there were 39,079,889 shares of our Common Stock issued and outstanding. As of August 31, 2020, there were 39,079,889 shares of our Common Stock issued and outstanding, and as at the date of this Offering Circular a total of 54,382,021 Common Stock are outstanding.

Beneficial ownership is determined in accordance with the rules of the Commission, and generally includes voting power and/or investment power with respect to the securities held. Shares of Common Stock subject to options and warrants currently exercisable or which may become exercisable within sixty (60) days of the date of this Offering Circular, are deemed outstanding and beneficially owned by the person holding such options or warrants for purposes of computing the number of shares and percentage beneficially owned by such person, but are not deemed outstanding for purposes of computing the percentage beneficially owned by any other person. Except as indicated in the footnotes to this table, the persons or entities named have sole voting and investment power with respect to all shares of Common Stock shown as beneficially owned by them.

The percentages below are based on fully diluted shares of our Common Stock as of the date of this Offering Circular.

We believe that all persons named in the table have sole voting and investment power with respect to all shares beneficially owned by them, except as noted.

Percentage ownership in the following table is based on 1,565,708,272 shares of Common Stock outstanding as of May 31, 2021. Each beneficial owner's percentage ownership is determined by dividing the number of shares beneficially owned by that person by the base number of outstanding shares, increased to reflect the shares underlying options, warrants or other convertible securities included in that person's holdings, but not those underlying shares held by any other person.

| Beneficial Owner                        | Number of<br>Shares | Percentage |
|---|---------------------|------------|
| XuYe Wu                                 | 234,134,787         | 14.95%     |
| Xijin Wu                                | 0                   | 0%         |
| Lin Zhao                                | 75,075,767          | 4.80%      |
| Qiang Tong                              | 588,713,336         | 37.60%     |
| Yang Song                               | 117,742,668         | 7.52%      |
| All Directors and Executives (3 person) | 309,210,554         | 19.75%     |

## DESCRIPTION OF SECURITIES

*The following is a summary of the rights of our capital stock as provided in our certificate of incorporation, bylaws and certificate of designation. For more detailed information, please see our certificate of incorporation, bylaws and certificate of designation which have been filed as exhibits to the Offering Statement of which this Offering Circular is a part.*

### General

The Company is authorized to issue multiple classes of stock. The total number of shares of stock which the Company is authorized to issue is five billion twenty million (5,020,000,000) shares of capital stock, consisting of five billion (5,000,000,000) shares of Common Stock, \$0.0001 par value, and twenty million (20,000,000) shares of preferred stock, \$0.0001 par value (the “Preferred Stock”).

### Indebtedness.

As of the date of this Offering Circular, except for approximately \$1,631,932 in payables and debt obligations owed by the Company.

### Common Stock

As of the date of this Offering Circular, the Company had 1,654,508,319 shares of Common Stock issued and outstanding.

### Voting

The holders of the Common Stock are entitled to one vote for each share held at all meetings of shareholders (and written actions in lieu of meeting). There shall be no cumulative voting. Preferred stockholders have rights to dividends when and as declared by the Board from funds legally available therefore, and upon liquidation are entitled to share pro rata in any distribution to holders of Preferred. There are no preemptive, conversion or redemption privileges, nor sinking fund provisions with respect to the Common Stock. There are conversion and redemption privileges, for Preferred stock, and may convert each 1 Preferred share to 1,000 Common shares.

### Changes in Authorized Number

The number of authorized shares of Common Stock may be increased or decreased subject to the Company’s legal commitments at any time and from time to time to issue them, by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote.

### Preferred Stock

The Preferred Stock may be issued from time to time in one or more series. The Board is authorized to fix the number of shares of any series of Preferred Stock and to determine the designation of any such series. The Board is also authorized to determine or alter the rights, preferences, privileges, and restrictions granted to or imposed upon any wholly unissued series of Preferred A Stock and, within the limits and restrictions stated in any resolution or resolutions of the Board originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series subsequent to the issue of shares of that series.

### Dividend Policy

We will not distribute cash to our Common Stock shareholders. We currently intend to retain future earnings, if any, to finance the expansion of our business and for general corporate purposes. We cannot assure you that we will distribute any cash in the future. Our cash distribution policy is within the discretion of our Board of Directors and will depend upon various factors, including our results of operations, financial condition, capital requirements and investment opportunities.

### Equity Compensation Plan Information

Company plans to establish a Common Stock Option Plan for the benefit of its employees in the near future. The vesting and terms of all of the options are determined by the Board of Directors and may vary by optionee; however, the term may be no longer than 10 years from the date of grant.

## MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

### Market Information

Our common stock is quoted on the OTC Pink Markets under the symbol “QOEG.”

The table below sets forth the high and low closing prices of the Company’s Common Stock during the periods indicated. The quotations reflect inter-dealer prices without retail mark-up, markdown or commission and may not reflect actual transactions.

|                | <b>2021</b>        |            |
|----------------|--------------------|------------|
|                | <b>Price Range</b> |            |
|                | <b>High</b>        | <b>Low</b> |
| First Quarter  | \$ 0.80            | \$ 0.17    |
| Second Quarter | 0.2485             | 0.1445     |
| Third Quarter  | 0.26               | 0.1445     |

|                | <b>2020</b>        |            |
|----------------|--------------------|------------|
|                | <b>Price Range</b> |            |
|                | <b>High</b>        | <b>Low</b> |
| First Quarter  | \$ 2.82            | \$ 0.621   |
| Second Quarter | 2.82               | 0.62       |
| Third Quarter  | 3.69               | 0.76       |
| Fourth Quarter | \$ 1.85            | \$ 0.14    |

The closing sales price of the Company’s common stock as reported on August 11, 2021, was \$0.10 per share.

### Holders

As of July 31, 2021, the Company had approximately 163 shareholders of record.

## PLAN OF DISTRIBUTION

A portion of this offering circular relates to the resale of up to 1,507,250,198.00 shares of our common stock by the Selling Shareholders.

The Selling Shareholders, and any of their pledgees, designees, assignees and other successors-in-interest may, from time to time sell any or all of their shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Shareholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits the purchaser;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal;
- facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- broker-dealers may agree with the Selling Shareholders to sell a specified number of such shares at a stipulated price per share;
- through the writing of options on the shares
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The Selling Shareholders, as applicable, shall have the sole and absolute discretion not to accept any purchase offer or make any sale of shares if it deems the purchase price to be unsatisfactory at any particular time.

The Selling Shareholders may also sell the shares directly to market makers acting as principals and/or broker-dealers acting as agents for themselves or their customers. Such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the Selling Shareholders and/or the purchasers of shares for whom such broker-dealers may act as agents or to whom they sell as principal or both, which compensation as to a particular broker-dealer might be in excess of customary commissions. Market makers and block purchasers purchasing the shares will do so for their own account and at their own risk. It is possible that the Selling Shareholders will attempt to sell shares of common stock in block transactions to market makers or other purchasers at a price per share which may be below the then existing market price. We cannot assure that all or any of the shares offered in this offering circular will be sold by the Selling Shareholders. The Selling Shareholders, and any broker-dealers or agents, upon completing the sale of any of the shares offered in this offering circular, may be deemed to be “underwriters” as that term is defined under the Securities Act, the Exchange Act and the rules and regulations of such acts. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

The Selling Shareholders, alternatively, may sell all or any part of the shares offered in this offering circular through an underwriter. The Selling Shareholders have not entered into any agreement with a prospective underwriter and there is no assurance that any such agreement will be entered into.

The Selling Shareholders may pledge its shares to its brokers under the margin provisions of customer agreements. If any of the Selling Shareholders default on a margin loan, the broker may, from time to time, offer and sell the pledged shares. The Selling Shareholders, and any other persons participating in the sale or distribution of the shares will be subject to applicable provisions of the Exchange Act, and the rules and regulations under such act, including, without limitation, Regulation M. These provisions may restrict certain activities of, and limit the timing of purchases and sales of any of the shares by any of the Selling Shareholders, or any other such person. Under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and certain other activities with respect to such securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the shares.

The Selling Shareholders will be offering such shares for their own accounts. We do not know for certain how or when the Selling Shareholders will choose to sell their shares of common stock. However, it can sell such shares at any time or through any manner set forth in this plan of distribution.

To permit the Selling Shareholders to resell the shares of common stock issued to them, we agreed to file an offering circular, and all necessary amendments and supplements with the SEC for the purpose of qualifying the shares. We will bear all costs relating to the registration of the common stock offered by this offering circular, other than the costs of our independent legal review. We will keep the registration statement effective until the earlier of (i) the date after which all of the shares of common stock held by the Selling Shareholders that are covered by the offering circular have been sold by the Selling Shareholders pursuant to such offering circular and (ii) the first day of the month next following the 36-month anniversary of the date the offering circular, to which this offering circular is made a part, is declared effective by the SEC.

The remainder of the Shares in this offering circular are being offered by us on a “best-efforts” basis by our officers and directors and advisers. Our officers and directors shall personally market the shares to the contacts he has made throughout his years working in the industry. They intends to reach out to their contacts in the United States and Canada. We reserve the right to temporarily suspend and/or modify this Offering and Offering Circular in the future, during the Offering Period, in order to take such actions necessary to enable the Company to accept subscriptions in this Offering from investors residing in such states identified above.

We reserve the right to offer the Common Stock through broker-dealers who are registered with FINRA.

There is no aggregate minimum to be raised in order for the Offering to become effective and therefore the Offering will be conducted on a “rolling basis.” This means we will be entitled to begin applying “dollar one” of the proceeds from the Offering towards our business strategy, offering expenses, reimbursements, and other uses as more specifically set forth in the “Use of Proceeds” contained elsewhere in this Offering Circular.

Our Offering will expire on the first to occur of (a) the sale of all 500,000,000 shares of Common Stock offered hereby, (b) September 17, 2022.

## ADDITIONAL INFORMATION ABOUT THE OFFERING

### Investment Limitations

Generally, no sale may be made to you in this Offering if the aggregate purchase price you pay is more than ten percent (10%) of the greater of your annual income or net worth (please see below on how to calculate your net worth). Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to [www.investor.gov](http://www.investor.gov).

Because this is a Tier 2, Regulation A offering, most investors must comply with the ten percent (10%) limitation on investment in the Offering. The only investor in this Offering exempt from this limitation is an “**accredited investor**” as defined under Rule 501 of Regulation D under the Securities Act (an “**Accredited Investor**”). If you meet one of the following tests you should qualify as an Accredited Investor:

- (i) You are a natural person who has had individual income in excess of \$200,000 in each of the two (2) most recent years, or joint income with your spouse in excess of \$300,000 in each of these years, and have a reasonable expectation of reaching the same income level in the current year;
- (ii) You are a natural person and your individual net worth, or joint net worth with your spouse, exceeds \$1,000,000 at the time you purchase Shares (please see below on how to calculate your net worth);
- (iii) You are an executive officer or general partner of the issuer or a manager or executive officer of the general partner of the issuer;
- (iv) You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the Code, a corporation, a Delaware or similar business trust or a partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000;
- (v) You are a bank or a savings and loan association or other institution as defined in the Securities Act, a broker or dealer registered pursuant to Section 15 of the Exchange Act, an insurance company as defined by the Securities Act, an investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”), or a business development company as defined in that act, any Small Business Investment Company licensed by the Small Business Investment Act of 1958 or a private business development company as defined in the Investment Advisers Act of 1940;
- (vi) You are an entity (including an Individual Retirement Account trust) in which each equity owner is an accredited investor;
- (vii) You are a trust with total assets in excess of \$5,000,000, your purchase of Shares is directed by a person who either alone or with his purchaser representative(s) (as defined in Regulation D promulgated under the Securities Act) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, and you were not formed for the specific purpose of investing in the Shares; or
- (viii) You are a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has assets in excess of \$5,000,000.

### Offering Period and Expiration Date

This Offering will start on the date on which the SEC initially qualifies this Offering Statement (the “Qualification Date”) and will terminate on the Termination Date (the “Offering Period”).

## **Procedures for Subscribing**

If you decide to subscribe for our Common Stock shares in this Offering, you should:

1. Electronically receive, review, execute and deliver to us a subscription agreement; and
2. Deliver funds directly by wire or electronic funds transfer via ACH to the Company's bank account designated in the Company's subscription agreement.

Any potential investor will have ample time to review the subscription agreement, along with their counsel, prior to making any final investment decision. We shall only deliver such subscription agreement upon request after a potential investor has had ample opportunity to review this Offering Circular.

### ***Right to Reject Subscriptions***

After we receive your complete, executed subscription agreement and the funds required under the subscription agreement have been transferred to our designated account, we have the right to review and accept or reject your subscription in whole or in part, for any reason or for no reason. We will return all monies from rejected subscriptions immediately to you, without interest or deduction.

### ***Acceptance of Subscriptions***

Upon our acceptance of a subscription agreement, we will countersign the subscription agreement and issue the shares subscribed at closing. Once you submit the subscription agreement and it is accepted, you may not revoke or change your subscription or request your subscription funds. All accepted subscription agreements are irrevocable.

Under Rule 251 of Regulation A, non-accredited, non-natural investors are subject to the investment limitation and may only invest funds which do not exceed ten percent (10%) of the greater of the purchaser's revenue or net assets (as of the purchaser's most recent fiscal year end). A non-accredited, natural person may only invest funds which do not exceed ten percent (10%) of the greater of the purchaser's annual income or net worth (please see below on how to calculate your net worth).

NOTE: For the purposes of calculating your net worth, it is defined as the difference between total assets and total liabilities. This calculation must exclude the value of your primary residence and may exclude any indebtedness secured by your primary residence (up to an amount equal to the value of your primary residence). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the Shares.

In order to purchase our Common Stock shares and prior to the acceptance of any funds from an investor, an investor will be required to represent, to the Company's satisfaction, that he is either an accredited investor or is in compliance with the ten percent (10%) of net worth or annual income limitation on investment in this Offering.

## **LEGAL MATTERS**

Certain legal matters with respect to the shares of Common Stock offered hereby will be passed upon by McMurdo Law Group, LLC, New York, NY.

## **EXPERTS**

The financial statements of the Company appearing elsewhere in this Offering Circular have been included herein in reliance upon the report, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, of BF Borgers CPA PC, an independent certified public accounting firm, appearing elsewhere herein, and upon the authority of that firm as experts in accounting and auditing.

## **WHERE YOU CAN FIND MORE INFORMATION**

We have filed with the SEC a Regulation A Offering Statement on Form 1-A under the Securities Act of 1993, as amended, with respect to the shares of Common Stock offered hereby. This Offering Circular, which constitutes a part of the Offering Statement, does not contain all of the information set forth in the Offering Statement or the exhibits and schedules filed therewith. For further information about us and the Common Stock offered hereby, we refer you to the Offering Statement and the exhibits and schedules filed therewith. Statements contained in this Offering Circular regarding the contents of any contract or other document that is filed as an exhibit to the Offering Statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the Offering Statement. Upon the completion of this Offering, we will be required to file periodic reports, proxy statements, and other information with the SEC pursuant to the Securities Exchange Act of 1934. You may read and copy this information at the SEC's Public Reference Room, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, including us, that file electronically with the SEC. The address of this site is [www.sec.gov](http://www.sec.gov).

## SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this offering statement to be signed on behalf by the undersigned, thereunto duly authorized, in the Province of Ontario, Canada on September 17, 2021.

### Quality Online Education Group Inc.

By: /s/ XuYe Wu  
Name: XuYe Wu  
Title: Chief Executive Officer, Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, and Director

This offering statement has been signed by the following persons in the capacities and on the dates indicated.

By: /s/ XuYe Wu  
Name: XuYe Wu  
Title: Chief Executive Officer, Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, and Director

Dated: September 17, 2021

By: /s/ Xijin Wu  
Name: Xijin Wu  
Title: Director

Dated: September 17, 2021

By: /s/ Lin Zhao  
Name: Lin Zhao  
Title: Director

Dated: September 17, 2021

### PART III - EXHIBITS

| <b>Exhibit No.</b>        | <b>Description</b>   |
|---------------------------|--|
| <a href="#">EX1A-2A</a>   | <a href="#">Certificate of Incorporation of Quality Online Education Group Inc.</a>  |
| <a href="#">EX1A-2B</a>   | <a href="#">Amended and Restated Certificate of Incorporation of Quality Online Education Group Inc.</a>   |
| <a href="#">EX1A-2C</a>   | <a href="#">Amended and Restated Bylaws of Quality Online Education Group Inc.</a>   |
| <a href="#">EX1A-2D</a>   | <a href="#">Certificate of Reinstatement</a>   |
| <a href="#">EX1A-2E</a>   | <a href="#">Share Exchange Agreement, dated August 31, 2020, by and among ADGS Holdings Inc., Quality Online Education Group Inc., an Ontario company, and the shareholders thereof.</a> |
| <a href="#">EX1A-4A</a>   | <a href="#">Form of Subscription Agreement</a>   |
| <a href="#">EX1A-10A</a>  | <a href="#">ClassIn User Agreement, with EEO Tech Co., Ltd.</a>  |
| <a href="#">EX-1A-10B</a> | <a href="#">Form of Employment Agreement, by and between Quality Online Education Group Inc., an Ontario company, and certain employees of such.</a>                                     |
| <a href="#">EX1A-11A</a>  | <a href="#">Consent of BF Borgers CPA PC</a>   |
| <a href="#">EX1A-12A</a>  | <a href="#">Opinion of McMurdo Law Group, LLC and Consent of McMurdo Law Group, LLC</a>  |

**QUALITY ONLINE EDUCATION GROUP INC.**  
**UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR**  
**THE QUARTER ENDED MAY 31, 2021**

---

**QUALITY ONLINE EDUCATION GROUP INC.**  
**UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE QUARTER ENDED MAY 31, 2021**

Table of Contents

|  | Page  |
|--|-------|
| <a href="#">Consolidated Statement of Balance Sheet</a>                    | 3     |
| <a href="#">Consolidated Statement of Income and Comprehensive Income</a>  | 4     |
| <a href="#">Consolidated Statements of Changes in Stockholders' equity</a> | 5     |
| <a href="#">Consolidated Statements of Cash Flows</a>                      | 6     |
| <a href="#">Notes to Consolidated Financial Statements</a>                 | 7 - 9 |

---

**QUALITY ONLINE EDUCATION GROUP INC.**  
**UNAUDITED CONSOLIDATED STATEMENT OF BALANCE SHEET**  
**AS OF MAY 31, 2021**

|   | 31-May-21<br>US\$ |
|---|-------------------|
| <b>Current Assets:</b>                            |                   |
| Cash  | 562,392           |
| Other receivables                                 | 94,715            |
| Prepayments and other current assets              | 61,052            |
| <b>Total current assets</b>                       | <b>718,159</b>    |
| Long term prepaid expense                         | 5,531             |
| Intangible assets                                 | 1,094,223         |
| Property, plant and equipment, net                | 24,191            |
| <b>Total Assets</b>                               | <b>1,842,104</b>  |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>       |                   |
| Current Liabilities:                              |                   |
| Accounts Payable                                  | 12,424            |
| Receipt in advance                                | 877,663           |
| Third party loan payable                          | 2,637             |
| Assets acquisition payable                        | 225,490           |
| Due to related party                              | 139,435           |
| Accrued liabilities and other payable             | 54,665            |
| Taxes payable                                     | 1,315             |
| <b>Total current liabilities</b>                  | <b>1,313,629</b>  |
| Long-term loan                                    |                   |
| Long-term accounts payable                        | 99,404            |
| <b>Total liabilities</b>                          | <b>1,413,033</b>  |
| <b>Total Equity:</b>                              |                   |
| Share capital                                     |                   |
| Preferred shares, \$0.0001 par value              |                   |
| Issued and outstanding shares - 1,000,000         | 100               |
| Common shares, \$0.0001 par value                 |                   |
| Issued and outstanding shares - 1,565,708,272     | 156,571           |
| Exchangeable shares, \$0.0001 par value           |                   |
| Issued and outstanding shares - 1,169,468,280     | 116,947           |
| Additional paid in capital                        | 5,536,855         |
| Retained Earnings                                 | -5,640,739        |
| Accumulated other comprehensive loss              | 259,337           |
| <b>Total stockholders' equity</b>                 | <b>429,071</b>    |
| <b>Total liabilities and stockholders' equity</b> | <b>1,842,104</b>  |

*The accompany notes are an integral part of these consolidated financial statements*

**QUALITY ONLINE EDUCATION GROUP INC.**  
**UNAUDITED CONSOLIDATED STATEMENT OF INCOME AND COMPREHENSIVE INCOME**  
**FOR THE QUARTER ENDED MAY 31, 2021**

|   | 31-May-21<br>US\$ |
|---|-------------------|
| Revenues                                | 139,685           |
| <b>Total Revenues</b>                   | <b>139,685</b>    |
| Cost of Revenue                         | 125,245           |
| <b>Total Cost of Revenues</b>           | <b>125,245</b>    |
| <b>Gross Profit (Loss)</b>              | <b>14,440</b>     |
| <b>Operating expenses:</b>              |                   |
| Advertising & Marketing                 | 21,909            |
| Depreciation                            | 14,079            |
| Recruiting Expense                      | 17,990            |
| Bank charges                            | 2,452             |
| Commission                              | 22,446            |
| Business consulting                     | 15,997            |
| Interest expense                        | 15                |
| Legal & Professional fees               | 46,614            |
| Office Expense                          | 19,949            |
| Payroll & Benefits                      | 275,673           |
| Rent or lease payments                  | 27,672            |
| Travel                                  | 5,681             |
| Utilities                               | 2,511             |
| Total operating expenses                | 472,988           |
| <b>Income from Operations</b>           | <b>-458,548</b>   |
| <b>Other income:</b>                    |                   |
| Other expenses                          | -                 |
| Other income, net                       | -                 |
| Total other income                      | -                 |
| <b>Income before income taxes</b>       | <b>-458,548</b>   |
| Provision for income taxes              | -                 |
| <b>Net Income (loss)</b>                | <b>-458,548</b>   |
| Foreign currency translation adjustment | -                 |
| <b>Comprehensive income</b>             | <b>-458,548</b>   |

*The accompany notes are an integral part of these consolidated financial statements*

**QUALITY ONLINE EDUCATION GROUP INC.**  
**UNAUDITED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE QUARTER ENDED MAY 31, 2021**

|                                   | <b>Preferred Stock</b>          |               | <b>Exchangeable Shares</b>      |                | <b>Common Stock</b>             |                |
|-----------------------------------|---------------------------------|---------------|---------------------------------|----------------|---------------------------------|----------------|
|                                   | <b>Shares<br/>(<b>'000</b>)</b> | <b>Amount</b> | <b>Shares<br/>(<b>'000</b>)</b> | <b>Amount</b>  | <b>Shares<br/>(<b>'000</b>)</b> | <b>Amount</b>  |
| <b>Balance at FEB 28, 2021</b>    | <u>\$ 1,000</u>                 | <u>100</u>    | <u>\$ 1,178,468</u>             | <u>117,847</u> | <u>\$ 1,484,843</u>             | <u>148,484</u> |
| Shares issuance                   |                                 |               | (9,000)                         | (900)          | 80,865                          | 8,087          |
| Paid in capital                   |                                 |               |                                 |                |                                 |                |
| Net loss for the period           |                                 |               |                                 |                |                                 |                |
| Statutory reserve                 |                                 |               |                                 |                |                                 |                |
| Foreign currency translation gain |                                 |               |                                 |                |                                 |                |
| <b>Balance at MAY 31, 2021</b>    | <u>\$ 1,000</u>                 | <u>100</u>    | <u>\$ 1,169,468</u>             | <u>116,947</u> | <u>\$ 1,565,708</u>             | <u>156,571</u> |

|                                   | <b>Additional<br/>Paid<br/>in Capital</b> | <b>Retained<br/>Earnings</b> | <b>Foreign<br/>currency<br/>translation gain</b> | <b>Total</b>        |
|-----------------------------------|---|------------------------------|--|---------------------|
| <b>Balance at FEB 28, 2021</b>    | <u>\$ 4,559,430</u>                       | <u>\$ (5,182,191)</u>        | <u>\$ (51,875)</u>                               | <u>\$ (408,205)</u> |
| Shares issuance                   |   |                              |  | 7,187               |
| Paid in capital                   | 977,425                                   |                              |  | 977,425             |
| Net loss for the period           |   | (458,548)                    |  | (458,548)           |
| Statutory reserve                 |   |                              |  | -                   |
| Foreign currency translation gain |   |                              | 311,212  | 311,212             |
| <b>Balance at MAY 31, 2021</b>    | <u>\$ 5,536,855</u>                       | <u>\$ (5,640,739)</u>        | <u>\$ 259,337</u>                                | <u>\$ 429,071</u>   |

*The accompanying notes are an integral part of these consolidated financial statements.*

**QUALITY ONLINE EDUCATION GROUP INC.**  
**UNAUDITED CONSOLIDATED STATEMENT OF CASH FLOW**  
**FOR THE QUARTER ENDED MAY 31, 2021**

|   | 31-May-21<br>US\$ |
|---|-------------------|
| <b>Cash flows from operating activities:</b>  |                   |
| Net Loss  | -458,548          |
| <b>Net income from continuing operations</b>  |                   |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: |                   |
| Depreciation and amortization   | 14,079            |
| Accounts receivable & other receivable  | -15,454           |
| Prepayments and other assets  | -52,245           |
| Accounts payable  | -75,939           |
| Accrued expenses and other liabilities  | 42,933            |
| Advanced from customers   | 174,267           |
| Tax payable   | 450               |
| <b>Net cash provided by (used in) operating activities</b>                                  | <b>-370,457</b>   |
| <b>Cash flows from investing activities:</b>  |                   |
| Additions to property, plant and equipment  | -2,808            |
| Additions to intangible assets  | -32,008           |
| <b>Net cash provided (used in) investing activities</b>                                     | <b>-34,816</b>    |
| <b>Cash flows from financing activities:</b>  |                   |
| Due to related party  | -247,922          |
| Proceeds from third party loan  | -112,688          |
| Share subscriptions   | 984,612           |
| <b>Net cash provided (used in) financing activities</b>                                     | <b>624,002</b>    |
| <b>Effect of exchange rate changes on cash</b>  | <b>311,212</b>    |
| <b>Net increase in cash</b>   | <b>529,941</b>    |
| <b>Cash, beginning of period</b>  | <b>32,451</b>     |
| <b>Cash, end of period</b>  | <b>562,392</b>    |

*The accompany notes are an integral part of these consolidated financial statements*

**QUALITY ONLINE EDUCATION GROUP INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE QUARTER ENDED MAY 31, 2021**

**NOTE 1 NATURE OF BUSINESS**

Quality Online Education Group Inc. (QOEG) is a leading E-learning company which provides comprehensive online lessons to students in different parts of the world. It locates in Toronto of Canada and has two wholly owned subsidiary companies: Golden Bridge Human Resources Consulting Inc., an Ontario, Canada, based company provides tutoring services and courseware development services, and Tianjin Zhipin Education Technology Co., Ltd which is an operating company located in China. It provides Sales and Marketing, and Customer Services to the customers in China.

We are the pioneer and leader of providing real-time online small group classes. We deliver quality education to students and noticeable results from our passionate teachers and teaching assistants. With our Artificial Intelligent system, we combined Education and Entertainment (Edu-ertainment) in part of the learning. It is our mission to develop confidence in our students so they can reach their goals with happiness and efficiency! The main business scope of the Group includes K12 English Online education services, courseware development and Education-technology platform development.

**NOTE 2 GOING CONCERN**

The Company's ability to continue operating as a "going concern" is dependent on its ability to increase revenues and raise sufficient additional working capital. These matters raise substantial doubt about the Company's ability to continue as a going concern. The financial statements have been prepared on a going concern basis, which contemplates realization of assets and liquidation of liabilities in the ordinary course of business. The Company plans to raise additional capital as needed. There can be no assurance that this capital will be available and if is not, the Company may be forced to substantially curtail or cease operations. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**NOTE 3 SIGNIFICANT ACCOUNTING POLICIES**

*Principles of Consolidation:*

The consolidated financial statements include the accounts of QOEG and its subsidiaries and have been prepared in accordance with generally accepted accounting principles ("GAAP"). All material inter-company accounts and transactions have been eliminated in consolidation.

*Use of Estimates:*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

*Financial Statements in U.S. dollars:*

The reporting currency of the Company is the U.S. dollar ("dollar"). The dollar is the functional currency of the Company and the Company's U.S. subsidiary. The financial statements of the non-US subsidiaries are translated to U.S. dollars using the methods mandated by ASC 830.

**NOTE 3 SIGNIFICANT ACCOUNTING POLICIES (cont'd)***Cash and Cash Equivalents:*

The Company considers all highly liquid investments originally purchased with maturities of three months or less to be cash equivalents. These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

*Revenue Recognition:*

The Company recognizes revenues when persuasive evidence of an arrangement exists, delivery has occurred or services rendered, the sales price of fee is fixed or determinable, and its collectability is reasonably assured.

*Stock based compensation:*

The Company records stock-based compensation in accordance with the ASC 718 "Shares-Based Compensation" FASB Accounting Standards Classification using the fair value method. All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. Equity instruments issued to employees and the cost of the services received as consideration are measured and recognized based on the fair value of the equity instruments issued.

*Foreign Currency:*

The Company translates the financial statements of our foreign subsidiaries from the local (functional) currencies to U.S. dollars. The rates of exchange at each fiscal year end are used for translating the assets and liabilities and the average monthly rates of exchange for each year are used for the consolidated statements of operations and comprehensive loss. Gains or losses resulting from the translation of the foreign subsidiaries' financial statements are included in the accompany consolidated balance sheets as a separate component of stockholder's equity.

**NOTE 4 OTHER RECEIVABLES**

Other receivables consist of the following:

|                                 | As of May 31<br>2021 |               |
|---------------------------------|----------------------|---------------|
|                                 | RMB ¥                | CAD\$         |
| Value-Added Tax Input           | -                    | 28,610        |
| Advance to employees            | 78,075               | -             |
| Prepaid rental & other deposits | 372,690              | -             |
|                                 | <u>450,765</u>       | <u>28,610</u> |

**NOTE 5 INTANGIBLE ASSETS**

The company acquired the existing customers and copyright of its teaching and course materials from a third party tutoring business. The company also entered into an endorsement contract with a Canadian celebrity, Christopher Downs, during the years. The intangible assets acquired on May 31, 2021 was US\$1,094,223.

**NOTE 6 PROPERTY AND EQUIPMENT**

Major classes of property and equipment at May 31, 2021 are as follows:

|                                | As of May 31<br>2021 |        |
|--------------------------------|----------------------|--------|
|                                | RMB¥                 | CAD\$  |
| Computers & Equipment          | 210,467              | 16,301 |
| Furniture & fixtures           | 24,159               | 4,575  |
| Total                          | 234,626              | 20,876 |
| Less: Accumulated depreciation | 131,023              | 12,295 |
| Property & Equipment, net      | 103,603              | 8,581  |

**NOTE 7 RECEIPT IN ADVANCE**

Receipt in advance is the amount the company received from customer before tutoring service was provided to them. The receipt in advance on May 31, 2021 was US \$877,663. All receipt in advance are current.

**NOTE 8 ASSETS ACQUISITION PAYABLE**

The company entered into contracts to acquire the existing customers and copyright of its teaching and course materials with a third party tutoring business. It also entered into an endorsement contract with a Canadian celebrity, Christopher Downs. As of May 31, 2021, the amount outstanding on the contracts were US\$225,490.

**NOTE 9 DUE TO RELATED PARTY**

Due to related party consists of loans from shareholders. In support of the Company's efforts and cash requirements, it may rely on advances from shareholders until such time that the Company can support its operations or attains adequate financing through sales of its equity or traditional debt financing. There is no formal written commitment for continued support by shareholders. Amounts represent advances or amounts paid in satisfaction of liabilities. The advances are considered temporary in nature and have not been formalized by a promissory note. The loans are payable on demand, unsecured and bears no interest. As of May 31, 2021, the loan from shareholders was US\$139,435.

**NOTE 10 ACCRUED LIABILITIES AND OTHER PAYABLE**

Accrued liabilities consist of the salaries that have been earned by employees but not yet paid to them and accounting services provided by third party but not yet pay to them. The amounts for accrued liabilities and other payable on May 31, 2021 was US\$54,665.

**NOTE 11 INCOME TAXES**

The net operating loss carryovers may be subject to limitation under Internal Revenue Code due to significant changes in the Company's ownership. The Company has provided a full valuation allowance against the full amount of the net operating loss benefit, since, in the opinion of management, based upon the earnings history of the Company it is more likely than not that the benefit will not be realized.

**NOTE 12 COMMITMENTS AND CONTINGENCIES**

The Company has not entered into any long-term commitment contracts nor aware of any litigation incidental to the conduct of our business as of May 31, 2021 and subsequent period.

**ADGS ADVISORY, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR**  
**THE YEAR ENDED AUGUST 31, 2020**

---

**ADGS ADVISORY, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED AUGUST 31, 2020**

Table of Contents

|  | Page   |
|--|--------|
| <a href="#">Consolidated Statement of Balance Sheet</a>                    | 3      |
| <a href="#">Consolidated Statement of Income and Comprehensive Income</a>  | 4      |
| <a href="#">Consolidated Statements of Changes in Stockholders' equity</a> | 5      |
| <a href="#">Consolidated Statements of Cash Flows</a>                      | 6      |
| <a href="#">Notes to Consolidated Financial Statements</a>                 | 7 - 10 |

---

## **Report of Independent Registered Public Accounting Firm**

To the shareholders and the board of directors of ADGS Advisory, Inc.

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of ADGS Advisory, Inc. as of August 31, 2020 and 2019, the related statements of operations, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of August 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States.

### **Substantial Doubt about the Company's Ability to Continue as a Going Concern**

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has suffered recurring losses from operations and has a significant accumulated deficit. In addition, the Company continues to experience negative cash flows from operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/S/ BF Borgers CPA PC

**BF Borgers CPA PC**

We have served as the Company's auditor since 2021  
Lakewood, CO  
September 16, 2021

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENT OF BALANCE SHEET**  
**AS OF AUG 31, 2020**

|   | 31-Aug-19<br>US\$ | 31-Aug-20<br>US\$ |
|---|-------------------|-------------------|
| <b>Current Assets:</b>                            |                   |                   |
| Cash  | 150,924           | 43,475            |
| Other receivables                                 | 41,991            | 28,280            |
| Prepayments and other current assets              | 3,096             | 8,896             |
| <b>Total current assets</b>                       | <u>196,011</u>    | <u>80,651</u>     |
| Long term prepaid expense                         | 3,494             | 13,963            |
| Intangible assets                                 | 69,888            | 1,009,517         |
| Property, plant and equipment, net                | 30,300            | 38,312            |
| <b>Total Assets</b>                               | <u>299,693</u>    | <u>1,142,443</u>  |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>       |                   |                   |
| <b>Current Liabilities:</b>                       |                   |                   |
| Accounts Payable                                  | 39,705            | 97,787            |
| Receipt in advance                                | 36,805            | 333,269           |
| Third party loan payable                          | 566,093           | 66,468            |
| Assets acquisition payable                        | -                 | 288,289           |
| Due to related party                              | 720,978           | 30,645            |
| Accrued liabilities and other payable             | 32,157            | 19,592            |
| Taxes payable                                     | 689               | 1,102             |
| <b>Total current liabilities</b>                  | <u>1,396,427</u>  | <u>837,152</u>    |
| Long-term loan                                    |                   |                   |
| Long-term accounts payable                        | -                 | 61,340            |
| <b>Total liabilities</b>                          | <u>1,396,427</u>  | <u>898,492</u>    |
| <b>Total Equity:</b>                              |                   |                   |
| Share capital                                     | -                 | 100               |
| Additional paid in capital                        | 14,560            | 4,518,826         |
| Retained Earnings                                 | -1,141,150        | -4,053,079        |
| Accumulated other comprehensive loss              | 29,856            | -221,896          |
| <b>Total stockholders' equity</b>                 | <u>-1,096,734</u> | <u>243,951</u>    |
| <b>Total liabilities and stockholders' equity</b> | <u>299,693</u>    | <u>1,142,443</u>  |

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENT OF INCOME AND COMPREHENSIVE INCOME**  
**FOR THE YEAR ENDED AUG 31, 2020**

|   | 31-Aug-19<br>US\$ | 31-Aug-20<br>US\$ |
|---|-------------------|-------------------|
| Revenues                                | 38,197            | 237,855           |
| <b>Total Revenues</b>                   | <b>38,197</b>     | <b>237,855</b>    |
| Cost of Revenue                         | 71,278            | 222,249           |
| Business and sales related taxes        | -                 | 201               |
| <b>Total Cost of Revenues</b>           | <b>71,278</b>     | <b>222,450</b>    |
| <b>Gross Profit (Loss)</b>              | <b>-33,081</b>    | <b>15,405</b>     |
| <b>Operating expenses:</b>              |                   |                   |
| Advertising & Marketing                 | 145,165           | 264,127           |
| Teaching & Educational Materials        | 110,342           | 110,069           |
| Depreciation                            | 2,200             | 7,886             |
| Recruiting Expense                      | 1,270             | 17,142            |
| Bank charges                            | 1,718             | 7,858             |
| Commission                              | 5,368             | 29,253            |
| Business consulting                     | 22,638            | 258,815           |
| Insurance                               | 7,327             | 8,368             |
| Interest expense                        | -                 | 3,544             |
| Legal & Professional fees               | 5,711             | 67,921            |
| Meal & Entertainment                    | 3,244             | 1,403             |
| Office Expense                          | 46,767            | 281,430           |
| Payroll & Benefits                      | 620,916           | 1,709,914         |
| Rent or lease payments                  | 87,127            | 109,623           |
| Travel                                  | 55,886            | 39,343            |
| Utilities                               | 4,319             | 12,021            |
| Total operating expenses                | 1,119,998         | 2,928,717         |
| <b>Income from Operations</b>           | <b>-1,153,079</b> | <b>-2,913,312</b> |
| <b>Other income:</b>                    |                   |                   |
| Other expenses                          | -                 | -                 |
| Other income, net                       | 11,929            | 1,383             |
| Total other income                      | 11,929            | 1,383             |
| <b>Income before income taxes</b>       | <b>-1,141,150</b> | <b>-2,911,929</b> |
| Provision for income taxes              | -                 | -                 |
| <b>Net Income (loss)</b>                | <b>-1,141,150</b> | <b>-2,911,929</b> |
| Foreign currency translation adjustment | -                 | -                 |
| <b>Comprehensive income</b>             | <b>-1,141,150</b> | <b>-2,911,929</b> |

*The accompany notes are an integral part of these consolidated financial statements*

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE YEAR ENDED AUG 31, 2020**

|                                   | Preferred Stock |        | Common Stock |        | Additional   | Retained       | Foreign      |                |
|-----------------------------------|-----------------|--------|--------------|--------|--------------|----------------|--------------|----------------|
|                                   | Shares          | Amount | Shares       | Amount | Paid in      | Earnings       | currency     | Total          |
|                                   | ('000)          | Amount | ('000)       | Amount | Capital      |                | translation  |                |
|                                   |                 |        |              |        |              |                | gain         |                |
| Balance at AUG 31 2018            |                 |        | 39,204       |        | \$ -         | \$ -           | -            | \$ -           |
| Shares issuance                   |                 |        |              |        | 14,560       |                |              | 14,560         |
| Paid in capital                   |                 |        |              |        |              |                |              | -              |
| Net loss for the period           |                 |        |              |        |              | (1,141,150)    |              | (1,141,150)    |
| Statutory reserve                 |                 |        |              |        |              |                |              | -              |
| Foreign currency translation gain |                 |        |              |        |              |                | 29,856       | 29,856         |
| Balance at AUG 31 2019            |                 |        | \$ 39,204    | -      | \$ 14,560    | \$ (1,141,150) | \$ 29,856    | \$ (1,096,734) |
| Shares issuance                   | 1,000           | 100    |              |        | 234,648      |                |              | 234,748        |
| Paid in capital                   |                 |        |              |        | 4,269,618    |                |              | 4,269,618      |
| Net loss for the period           |                 |        |              |        |              | (2,911,929)    |              | (2,911,929)    |
| Statutory reserve                 |                 |        |              |        |              |                |              | -              |
| Foreign currency translation gain |                 |        |              |        |              |                | (251,752)    | (251,752)      |
| Balance at AUG 31 2019            | 1,000           | 100    | \$ 39,204    | -      | \$ 4,518,826 | \$ (4,053,079) | \$ (221,896) | \$ 243,951     |

*The accompanying notes are an integral part of these consolidated financial statements.*

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENT OF CASH FLOW**  
**AS OF 31 AUG, 2020**

|   | 31-Aug-19<br>US\$ | 31-Aug-20<br>US\$ |
|---|-------------------|-------------------|
| <b>Cash flows from operating activities:</b>  |                   |                   |
| Net Loss  | -1,141,150        | -2,911,929        |
| <b>Net income from continuing operations</b>  |                   |                   |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: |                   |                   |
| Depreciation and amortization   | 2,108             | 10,161            |
| Accounts receivable & other receivable  | -30,660           | 2,380             |
| Prepayments and other assets  | -6,591            | -16,268           |
| Accounts payables   | 44,088            | 115,039           |
| Accrued expenses and other liabilities  | 27,774            | -8,183            |
| Advanced from customers   | 36,805            | 296,464           |
| Tax payable   | -10,642           | 11,744            |
| <b>Net cash provided by (used in) operating activities</b>                                  | <b>-1,078,268</b> | <b>-2,500,592</b> |
| <b>Cash flows from investing activities:</b>  |                   |                   |
| Additions to property, plant and equipment  | -32,408           | -18,173           |
| Additions to intangible assets  | 651,090           | -1,660,606        |
| <b>Net cash provided (used in) investing activities</b>                                     | <b>618,682</b>    | <b>-1,678,779</b> |
| <b>Cash flows from financing activities:</b>  |                   |                   |
| Due to related party  | -                 | 50,579            |
| Proceeds from third party loan  | 566,093           | -231,269          |
| Share subscriptions   | 14,560            | 4,504,364         |
| <b>Net cash provided (used in) financing activities</b>                                     | <b>580,653</b>    | <b>4,323,674</b>  |
| <b>Effect of exchange rate changes on cash</b>  | <b>29,857</b>     | <b>-251,752</b>   |
| <b>Net increase in cash</b>   | <b>150,924</b>    | <b>-107,449</b>   |
| <b>Cash, beginning of period</b>  | <b>-</b>          | <b>150,924</b>    |
| <b>Cash, end of period</b>  | <b>150,924</b>    | <b>43,475</b>     |

*The accompany notes are an integral part of these consolidated financial statements*

**ADGS ADVISORY, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED AUGUST 31, 2020**

**NOTE 1 NATURE OF BUSINESS**

Quality Online Education Group Inc. (QOEG) is a leading E-learning company which provides comprehensive online lessons to students in different parts of the world. It locates in Toronto of Canada and has two wholly owned subsidiary companies: Golden Bridge Human Resources Consulting Inc., an Ontario, Canada, based company provides tutoring services and courseware development services, and Tianjin Zhipin Education Technology Co., Ltd which is an operating company located in China. It provides Sales and Marketing, and Customer Services to the customers in China.

We are the pioneer and leader of providing real-time online small group classes. We deliver quality education to students and noticeable results from our passionate teachers and teaching assistants. With our Artificial Intelligent system, we combined Education and Entertainment (Edu-ertainment) in part of the learning. It is our mission to develop confidence in our students so they can reach their goals with happiness and efficiency! The main business scope of the Group includes K12 English Online education services, courseware development and Education-technology platform development.

**NOTE 2 GOING CONCERN**

The Company's ability to continue operating as a "going concern" is dependent on its ability to increase revenues and raise sufficient additional working capital. These matters raise substantial doubt about the Company's ability to continue as a going concern. The financial statements have been prepared on a going concern basis, which contemplates realization of assets and liquidation of liabilities in the ordinary course of business. The Company plans to raise additional capital as needed. There can be no assurance that this capital will be available and if is not, the Company may be forced to substantially curtail or cease operations. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**NOTE 3 SIGNIFICANT ACCOUNTING POLICIES**

*Principles of Consolidation:*

The consolidated financial statements include the accounts of ADGS and its subsidiaries and have been prepared in accordance with generally accepted accounting principles ("GAAP"). All material inter- company accounts and transactions have been eliminated in consolidation.

*Use of Estimates:*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

*Financial Statements in U.S. dollars:*

The reporting currency of the Company is the U.S. dollar ("dollar"). The dollar is the functional currency of the Company and the Company's U.S. subsidiary. The financial statements of the non-US subsidiaries are translated to U.S. dollars using the methods mandated by ASC 830.

**NOTE 3 SIGNIFICANT ACCOUNTING POLICIES (cont'd)*****Cash and Cash Equivalents:***

The Company considers all highly liquid investments originally purchased with maturities of three months or less to be cash equivalents. These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

***Revenue Recognition:***

The Company recognizes revenues when persuasive evidence of an arrangement exists, delivery has occurred or services rendered, the sales price of fee is fixed or determinable, and its collectability is reasonably assured.

***Stock based compensation :***

The Company records stock-based compensation in accordance with the ASC 718 “Shares-Based Compensation” FASB Accounting Standards Classification using the fair value method. All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. Equity instruments issued to employees and the cost of the services received as consideration are measured and recognized based on the fair value of the equity instruments issued.

***Foreign Currency:***

The Company translates the financial statements of our foreign subsidiaries from the local (functional) currencies to U.S. dollars. The rates of exchange at each fiscal year end are used for translating the assets and liabilities and the average monthly rates of exchange for each year are used for the consolidated statements of operations and comprehensive loss. Gains or losses resulting from the translation of the foreign subsidiaries’ financial statements are included in the accompany consolidated balance sheets as a separate component of stockholder’s equity.

**NOTE 4 OTHER RECEIVABLES**

Other receivables consist of the following:

|                                 | As of August 31 |        |        |        |
|---------------------------------|-----------------|--------|--------|--------|
|                                 | 2019            |        | 2020   |        |
|                                 | RMB ¥           | CAD\$  | RMB ¥  | CAD\$  |
| Value-Added Tax Input           | -               | 11,331 | -      | 16,539 |
| Advance to employees            | 115,863         | -      | 45,895 | -      |
| Prepaid rental & other deposits | 103,486         | -      | 34,502 | -      |
|                                 | 219,349         | 11,331 | 80,397 | 16,539 |

**NOTE 5 INTANGIBLE ASSETS**

The company acquired the existing customers and copyright of its teaching and course materials from a third party tutoring business. The company also entered into an endorsement contract with a Canadian celebrity, Christopher Downs, during the years. The intangible assets acquired for the year ended Aug 31, 2019 and Aug 31, 2020 were US\$69,888 and US\$1,009,517, respectively.

**NOTE 6 PROPERTY AND EQUIPMENT**

Major classes of property and equipment at August 31, 2020 and 2019 are as follows:

|                                | As of August 31 |        |         |        |
|--------------------------------|-----------------|--------|---------|--------|
|                                | 2019            |        | 2020    |        |
|                                | RMB¥            | CAD\$  | RMB¥    | CAD\$  |
| Computers & Equipment          | 129,628         | 16,301 | 207,319 | 16,301 |
| Furniture & fixtures           | 14,659          | 0      | 14,659  | 4,575  |
| Total                          | 144,287         | 16,301 | 221,977 | 20,876 |
| Less: Accumulated depreciation | 28,019          | 1,485  | 56,478  | 3,733  |
| Property & Equipment, net      | 116,268         | 14,815 | 165,500 | 17,143 |

**NOTE 7 RECEIPT IN ADVANCE**

Receipt in advance is amount the company receives from customer before tutoring service is provided to them. The receipt in advance for the year ended Aug 31, 2019 and Aug 31, 2020 were US \$36,805 and US \$333,269, respectively. All receipt in advance are current.

**NOTE 8 ASSETS ACQUISITION PAYABLE**

The company entered into contracts to acquire the existing customers and copyright of its teaching and course materials with a third party tutoring business. It also entered into an endorsement contract with a Canadian celebrity, Christopher Downs. As of Aug 31, 2019 & Aug 31, 2020, the amount outstanding on the contracts were US\$556,093 & US\$66,468, respectively.

**NOTE 9 DUE TO RELATED PARTY**

Due to related party consists of loans from shareholders. In support of the Company's efforts and cash requirements, it may rely on advances from shareholders until such time that the Company can support its operations or attains adequate financing through sales of its equity or traditional debt financing. There is no formal written commitment for continued support by shareholders. Amounts represent advances or amounts paid in satisfaction of liabilities. The advances are considered temporary in nature and have not been formalized by a promissory note. The loans are payable on demand, unsecured and bears no interest. As of Aug 31, 2019 & Aug 31, 2020, the loan from shareholders were US\$720,978 and US\$30,645, respectively.

**NOTE 10 ACCRUED LIABILITIES AND OTHER PAYABLE**

Accrued liabilities consist of the salaries that have been earned by employees but not yet paid to them and accounting services provided by third party but not yet pay to them. The amounts for accrued salaries on Aug 31, 2019 and Aug 31, 2020 are US\$3,437 & US\$19,592. The accrued accounting services fee were US \$1,800 and nil for year ended Aug 31, 2019 and Aug 31, 2020, respectively.

**NOTE 11 INCOME TAXES**

The net operating loss carryovers may be subject to limitation under Internal Revenue Code due to significant changes in the Company's ownership. The Company has provided a full valuation allowance against the full amount of the net operating loss benefit, since, in the opinion of management, based upon the earnings history of the Company it is more likely than not that the benefit will not be realized.

**NOTE 12 SHARE CAPITAL**

The value of the preferred stocks was calculated based on the net book value of the company at year end. Among other valuation methods, the company believes the net book value approach is more appropriate for startup company. The net book value for the company at year end was US\$243,951. The shareholder acquired preferred shares through stock compensation during the year and the value was calculated based on the percentage voting of the shares issued.

**NOTE 13 COMMITMENTS AND CONTINGENCIES**

The Company has not entered into any long-term commitment contracts nor aware of any litigation incidental to the conduct of our business as of August 31, 2020 and subsequent period.

**ADGS ADVISORY, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR**  
**THE YEAR ENDED AUGUST 31, 2019**

---

**ADGS ADVISORY, INC. CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED AUGUST 31, 2019**

Table of Contents

|  | Page  |
|--|-------|
| <a href="#">Consolidated Statement of Balance Sheet</a>                    | 3     |
| <a href="#">Consolidated Statement of Income and Comprehensive Income</a>  | 4     |
| <a href="#">Consolidated Statements of Changes in Stockholders' equity</a> | 5     |
| <a href="#">Consolidated Statements of Cash Flows</a>                      | 6     |
| <a href="#">Notes to Consolidated Financial Statements</a>                 | 7 - 8 |

---

## **Report of Independent Registered Public Accounting Firm**

To the shareholders and the board of directors of ADGS Advisory, Inc.

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of ADGS Advisory, Inc. as of August 31, 2020 and 2019, the related statements of operations, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of August 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States.

### **Substantial Doubt about the Company's Ability to Continue as a Going Concern**

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has suffered recurring losses from operations and has a significant accumulated deficit. In addition, the Company continues to experience negative cash flows from operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/S/ BF Borgers CPA PC

**BF Borgers CPA PC**

We have served as the Company's auditor since 2021  
Lakewood, CO  
September 16, 2021

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENT OF BALANCE SHEET**  
**AS OF AUG 31, 2019**

|   | 31-Aug-19<br>US\$ |
|---|-------------------|
| <b>Current Assets:</b>                            |                   |
| Cash  | 150,924           |
| Other receivables                                 | 41,991            |
| Prepayments and other current assets              | 3,096             |
| <b>Total current assets</b>                       | <u>196,011</u>    |
| Long term prepaid expense                         | 3,494             |
| Intangible assets                                 | 69,888            |
| Property, plant and equipment, net                | 30,300            |
| <b>Total Assets</b>                               | <u>299,693</u>    |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>       |                   |
| Current Liabilities:                              |                   |
| Accounts Payable                                  | 39,705            |
| Receipt in advance                                | 36,805            |
| Third party loan payable                          | 566,093           |
| Due to related party                              | 720,978           |
| Accrued liabilities and other payable             | 32,157            |
| Taxes payable                                     | 689               |
| Total current liabilities                         | <u>1,396,427</u>  |
| <b>Total liabilities</b>                          | <u>1,396,427</u>  |
| <b>Total Equity:</b>                              |                   |
| Share capital                                     | -                 |
| Paid in Capital                                   | 14,560            |
| Retained Earnings                                 | -1,141,150        |
| Accumulated other comprehensive loss              | 29,856            |
| Total stockholders' equity                        | <u>-1,096,734</u> |
| <b>Total liabilities and stockholders' equity</b> | <u>299,693</u>    |

*The accompany notes are an integral part of these consolidated financial statements*

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENT OF INCOME AND COMPREHENSIVE INCOME**  
**FOR THE YEAR ENDED AUG 31, 2019**

|   | 31-Aug-19<br>US\$ |
|---|-------------------|
| Revenues                                |                   |
| <b>Total Revenues</b>                   | 38,197            |
| Cost of Revenue                         |                   |
| <b>Total Cost of Revenues</b>           | 71,278            |
| <b>Gross Profit (Loss)</b>              | <b>-33,081</b>    |
| <b>Operating expenses:</b>              |                   |
| Advertising & Marketing                 | 145,165           |
| Teaching & Educational Materials        | 110,342           |
| Depreciation                            | 2,200             |
| Recruiting Expense                      | 1,270             |
| Bank charges                            | 1,718             |
| Commission                              | 5,368             |
| Business consulting                     | 22,638            |
| Insurance                               | 7,327             |
| Legal & Professional fees               | 5,711             |
| Meal & Entertainment                    | 3,244             |
| Office Expense                          | 46,767            |
| Payroll & Benefits                      | 620,916           |
| Rent or lease payments                  | 87,127            |
| Travel                                  | 55,886            |
| Utilities                               | 4,319             |
| <b>Total operating expenses</b>         | <b>1,119,998</b>  |
| <b>Income from Operations</b>           | <b>-1,153,079</b> |
| <b>Other income:</b>                    |                   |
| Other expenses                          | 0                 |
| Other income, net                       | 11,929            |
| <b>Total other income</b>               | <b>11,929</b>     |
| <b>Income before income taxes</b>       | <b>-1,141,150</b> |
| Provision for income taxes              | 0                 |
| <b>Net Income (loss)</b>                | <b>-1,141,150</b> |
| Foreign currency translation adjustment | 0                 |
| <b>Comprehensive income</b>             | <b>-1,141,150</b> |

*The accompany notes are an integral part of these consolidated financial statements*

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**FOR THE YEAR ENDED AUG 31, 2019**

|                                   | Common Stock<br>Shares | Common Stock<br>Amount | Additional<br>Paid in<br>Capital | Share<br>subscripton<br>receivable | Retained<br>Earnings  | Foreign<br>currency<br>translation<br>gain | Total                 |
|-----------------------------------|------------------------|------------------------|----------------------------------|------------------------------------|-----------------------|--|-----------------------|
| <b>Balance at AUG 31 2018</b>     | <u>          </u>      | <u>\$ -</u>            | <u>\$ -</u>                      | <u>\$ -</u>                        | <u>\$ -</u>           | <u>\$ -</u>                                | <u>\$ -</u>           |
| Capital injection                 |                        |                        | 14,560                           |                                    |                       |  | 14,560                |
| Paid in capital                   |                        |                        |                                  |                                    |                       |  | -                     |
| Net loss for the period           |                        |                        |                                  |                                    | (1,141,150)           |  | (1,141,150)           |
| Statutory reserve                 |                        |                        |                                  |                                    |                       |  | -                     |
| Foreign currency translation gain |                        |                        |                                  |                                    |                       | 29,856                                     | 29,856                |
| <b>Balance at AUG 31 2019</b>     | <u>-</u>               | <u>\$ -</u>            | <u>\$ 14,560</u>                 | <u>\$ -</u>                        | <u>\$ (1,141,150)</u> | <u>\$ 29,856</u>                           | <u>\$ (1,096,734)</u> |

*The accompany notes are an integral part of these consolidated financial statements*

**ADGS ADVISORY, INC.**  
**CONSOLIDATED STATEMENT OF CASH FLOW**  
**AS OF AUG 31, 2019**

|   | 31-Aug-19<br>US\$ |
|---|-------------------|
| <b>Cash flows from operating activities:</b>  |                   |
| Net Loss  | -1,141,150        |
| <b>Net income from continuing operations</b>  |                   |
| Adjustments to reconcile net income to net cash provided by (used in) operating activities: |                   |
| Depreciation and amortization   | 2,108             |
| Accounts receivable & other receivable  | -30,660           |
| Prepayments and other assets  | -6,591            |
| Accounts payables   | 44,088            |
| Accrued expenses and other liabilities  | 27,774            |
| Advanced from customers   | 36,805            |
| Tax payable   | -10,642           |
| <b>Net cash provided by (used in) operating activities</b>                                  | <b>-1,078,268</b> |
| Cash flows from investing activities:   |                   |
| Additions to property, plant and equipment  | -32,408           |
| Additions to intangible assets  | 651,090           |
| <b>Net cash provided (used in) investing activities</b>                                     | <b>618,682</b>    |
| Cash flows from financing activities:   |                   |
| Due to related party  |                   |
| Proceeds from third party loan  | 566,093           |
| Share subscriptions   | 14,560            |
| <b>Net cash provided (used in) financing activities</b>                                     | <b>580,653</b>    |
| <b>Effect of exchange rate changes on cash</b>  | <b>29,857</b>     |
| <b>Net increase in cash</b>   | <b>150,924</b>    |
| <b>Cash, beginning of period</b>  | <b>0</b>          |
| <b>Cash, end of period</b>  | <b>150,924</b>    |

*The accompany notes are an integral part of these consolidated financial statements*

**ADGS ADVISORY, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED AUGUST 31, 2019**

**NOTE 1 NATURE OF BUSINESS**

Quality Online Education Group Inc. (QOEG) is a leading E-learning company which provides comprehensive online lessons to students in different parts of the world. It locates in Toronto of Canada and has two wholly owned subsidiary companies: Golden Bridge Human Resources Consulting Inc., an Ontario, Canada, based company provides tutoring services and courseware development services, and Tianjin Zhipin Education Technology Co., Ltd which is an operating company located in China. It provides Sales and Marketing, and Customer Services to the customers in China.

We are the pioneer and leader of providing real-time online small group classes. We deliver quality education to students and noticeable results from our passionate teachers and teaching assistants. With our Artificial Intelligent system, we combined Education and Entertainment (Edu-ertainment) in part of the learning. It is our mission to develop confidence in our students so they can reach their goals with happiness and efficiency! The main business scope of the Group includes K12 English Online education services, courseware development and Education-technology platform development.

**NOTE 2 GOING CONCERN**

The Company's ability to continue operating as a "going concern" is dependent on its ability to increase revenues and raise sufficient additional working capital. These matters raise substantial doubt about the Company's ability to continue as a going concern. The financial statements have been prepared on a going concern basis, which contemplates realization of assets and liquidation of liabilities in the ordinary course of business. The Company plans to raise additional capital as needed. There can be no assurance that this capital will be available and if is not, the Company may be forced to substantially curtail or cease operations. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**NOTE 3 SIGNIFICANT ACCOUNTING POLICIES**

*Principles of Consolidation:*

The consolidated financial statements include the accounts of ADGS and its subsidiaries and have been prepared in accordance with generally accepted accounting principles ("GAAP"). All material inter- company accounts and transactions have been eliminated in consolidation.

*Use of Estimates:*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

*Financial Statements in U.S. dollars:*

The reporting currency of the Company is the U.S. dollar ("dollar"). The dollar is the functional currency of the Company and the Company's U.S. subsidiary. The financial statements of the non-US subsidiaries are translated to U.S. dollars using the methods mandated by ASC 830.

**NOTE 3 SIGNIFICANT ACCOUNTING POLICIES (cont'd)***Cash and Cash Equivalents:*

The Company considers all highly liquid investments originally purchased with maturities of three months or less to be cash equivalents. These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

*Revenue Recognition:*

The Company recognizes revenues when persuasive evidence of an arrangement exists, delivery has occurred or services rendered, the sales price of fee is fixed or determinable, and its collectability is reasonably assured.

*Stock based compensation :*

The Company records stock-based compensation in accordance with the ASC 718 "Shares-Based Compensation" FASB Accounting Standards Classification using the fair value method. All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. Equity instruments issued to employees and the cost of the services received as consideration are measured and recognized based on the fair value of the equity instruments issued.

*Foreign Currency:*

The Company translates the financial statements of our foreign subsidiaries from the local (functional) currencies to U.S. dollars. The rates of exchange at each fiscal year end are used for translating the assets and liabilities and the average monthly rates of exchange for each year are used for the consolidated statements of operations and comprehensive loss. Gains or losses resulting from the translation of the foreign subsidiaries' financial statements are included in the accompany consolidated balance sheets as a separate component of stockholder's equity.

**NOTE 4 INCOME TAXES**

The net operating loss carryovers may be subject to limitation under Internal Revenue Code due to significant changes in the Company's ownership. The Company has provided a full valuation allowance against the full amount of the net operating loss benefit, since, in the opinion of management, based upon the earnings history of the Company it is more likely than not that the benefit will not be realized.

**NOTE 5: LOAN FROM SHAREHOLDERS**

In support of the Company's efforts and cash requirements, it may rely on advances from shareholders until such time that the Company can support its operations or attains adequate financing through sales of its equity or traditional debt financing. There is no formal written commitment for continued support by shareholders. Amounts represent advances or amounts paid in satisfaction of liabilities. The advances are considered temporary in nature and have not been formalized by a promissory note. The loans are payable on demand, unsecured and bears no interest.

**NOTE 6: COMMITMENTS AND CONTINGENCIES**

The Company has not entered into any long-term commitment contracts nor aware of any litigation incidental to the conduct of our business as of August 31, 2019 and subsequent period.

09/24/2007 09:37 FAX 3026528597

DELAWARE CORP

→ SECY OF STATE

002

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:35 AM 09/24/2007  
FILED 10:36 AM 09/24/2007  
SRV 071043294 - 4427633 FILE

**CERTIFICATE OF INCORPORATION  
OF  
LIFE NUTRITION PRODUCTS, INC.**

**ARTICLE I**

**NAME**

The name of the Corporation shall be LIFE NUTRITION PRODUCTS, INC.

**ARTICLE II**

**PERIOD OF DURATION**

LIFE NUTRITION PRODUCTS, INC. (the "Corporation") shall have perpetual existence.

**ARTICLE III**

**REGISTERED OFFICE AND AGENT**

The address of the registered office of the Corporation in the State of Delaware is 800 Delaware Avenue, City of Wilmington, New Castle County 19801. The name of the Corporation's registered agent at that address is Delaware Corporations LLC. Either the registered office or the registered agent may be changed in the manner provided by law.

**ARTICLE IV**

**PURPOSE**

The purpose for which the Corporation is formed is to engage in and to transact any lawful business or businesses for which corporations may be incorporated pursuant to the Delaware General Corporation Law, including without limitation any lawful business or businesses similar to that of a holding company.

**ARTICLE V**

**POWERS**

In furtherance of the foregoing purposes the Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under Delaware General Corporation Law, as amended. In addition, it may

do everything necessary, suitable or proper toward the accomplishment of any corporate purpose.

## ARTICLE VI

### CAPITAL STOCK

The total number of shares of stock which the Corporation shall have authority to issue is 52,000,000, of which 50,000,000 shall be designated common stock, par value .0001 per share, and of which 2,000,000 shall be designated preferred stock, par value \$.0001 per share.

**Preferred Stock.** Preferred stock may be issued in one or more series. The Board of Directors of the Corporation is vested with the authority to determine and state the designations and preferences, limitations, relative rights and voting rights, if any, of each series by the adoption and filing in accordance with the Delaware General Corporation Law, before the issuance of any shares of such series, of an amendment or amendments to this Certificate of incorporation determining the terms of such series, which amendment need not be approved by the stockholders or the holders of any class or series of shares except as provided by law. All shares of preferred stock of the same series shall be identical.

No share shall be issued without consideration being exchanged, and it shall thereafter be non-assessable.

The following is a description of each class of stock of the Corporation with the preferences, conversion and other rights, restrictions, voting powers, limitations as to distributions, qualifications, and terms and conditions of redemption of each class:

**FIRST:** The Common Stock shall have voting rights such that each share of Common Stock duly authorized, issued and outstanding shall entitle its holder to one vote.

**SECOND:** Notwithstanding any provision of this Certificate of Incorporation to the contrary, the affirmative vote of a majority of all the votes entitled to be cast on the matter shall be sufficient, valid and effective, after due authorization, approval or advice of such action by the Board of Directors, as required by law, to approve and authorize the following acts of the Corporation:

- (i) any amendment of this Certificate of Incorporation;
- (ii) the merger of the Corporation into another corporation or the merger of one or more other corporations into the Corporation;
- (iii) the sale, lease, exchange or other transfer of all, or substantially all, of the property and assets of the Corporation, including its goodwill and franchises;

(iv) the participation by the Corporation in a share exchange (as defined in Delaware General Corporation Law); and

(v) the voluntary or involuntary liquidation, dissolution or winding-up of or the revocation of any such proceedings relating to the Corporation.

THIRD: The Preferred Stock shall have the rights and limitations as prescribed by the Board of Directors

#### ARTICLE VII

##### QUORUM PROTECTIVE PROVISIONS

Quorum. The presence in person or by proxy of the holders of record of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote thereat shall constitute a quorum at all meetings of the stockholders, except as otherwise provided by the Delaware General Corporation Law, by this Certificate of Incorporation or by the Corporation's By-Laws. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the stockholders present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

#### ARTICLE VIII

##### PREEMPTIVE RIGHTS

A shareholder of the Corporation shall not be entitled to a preemptive or preferential right to purchase, subscribe for, or otherwise acquire any unissued or treasury shares of stock of the Corporation, or any options or warrants to purchase, subscribe for or otherwise acquire any such unissued or treasury shares, or any shares, bonds, notes, debentures, or other securities convertible into or carrying options or warrants to purchase, subscribe for or otherwise acquire any such unissued or treasury shares.

#### ARTICLE IX

##### CUMULATIVE VOTING RIGHTS

The shareholders shall not be entitled to cumulative voting rights.

**ARTICLE X****BOARD OF DIRECTORS**

The Board of Directors shall consist of not less than one (1) and not more than nine (9) directors. Within the foregoing limits, the number of directors from time to time comprising the entire board of directors shall be fixed by or in the manner provided in the By-Laws.

(1) The Board of Directors shall have the power to authorize the issuance from time to time of shares of stock of any class, whether now or hereafter authorized, or securities convertible into or exercisable for shares of its stock of any class or classes, including options, warrants or rights, whether now or hereafter authorized.

(2) The Board of Directors shall have the power, if authorized by the By-Laws, to designate by resolution or resolutions adopted by a majority of the Board of Directors, one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent provided in said resolutions or in the By-Laws of the Corporation and permitted by the Delaware General Corporation Law, shall have and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all instruments and documents which may require it.

(3) If the By-Laws so provide, the Board of Directors shall have the power to hold its meetings, to have an office or offices and, subject to the provisions of Delaware General Corporate Law, to keep the books of the Corporation, outside of said State at such place or places as may from time to time be designated by it.

(4) The Board of Directors shall have the power to borrow or raise money, from time to time and without limit, and upon any terms, for any corporate purposes; and, subject to the Delaware General Corporation Law, to authorize the creation, issuance, assumption or guaranty of bonds, notes or other evidences of indebtedness for moneys so borrowed, to include therein necessary provisions such as redemption, conversion or otherwise, as the Board of Directors, in its sole discretion, may determine and to secure the payment of principal, interest or sinking fund in respect thereof by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets and goodwill of the Corporation then owned or thereafter acquired.

(5) The Board of Directors shall have the power to adopt, amend and repeal the By-Laws of the Corporation.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of this Certificate of Incorporation, or construed as or deemed by inference or otherwise in any manner to

exclude or limit any powers conferred upon the Board of Directors under the laws of the State of Delaware now or hereafter in force.

## ARTICLE XI

### INDEMNIFICATION

The Corporation may:

(A) Indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another Corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

(B) Indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Corporation; but no indemnification shall be made in respect of any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

(C) Indemnify a director, officer, employee, fiduciary or agent of a corporation to the extent he has been successful on the merits in defense of any action, suit, or proceeding referred to in (A) or (B) of this Article XII or in defense of any claim, issue, or

matter therein, against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under (A) or (B) of this Article XI (unless ordered by a court) and as distinguished from (C) of this Article shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, fiduciary or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in (A) or (B) above. Such determination shall be made by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or, if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the shareholders.

Expenses (including attorney fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee, fiduciary or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Corporation as authorized in this Article XI.

The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of shareholders or disinterested directors, or otherwise, and any procedure provided for by any of the foregoing, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors, and administrators of such a person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under provisions of this Article XI.

## ARTICLE XII

### TRANSACTIONS WITH INTERESTED PARTIES

No contract or other transaction between the Corporation and one (1) or more of its directors or any other Corporation, firm, association, or entity in which one (1) or more of its directors are directors or officers or are financially interested shall be either void or voided solely because of such relationship or interest, or solely because such directors are present at the meeting of the board of directors or a committee thereof which

authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose if:

(A) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee that authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(B) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

(C) The contract or transaction is fair and reasonable to the Corporation.

Common or interested directors may be counted in determining the presence of a quorum, as herein previously defined, at a meeting of the Board of Directors or a committee thereof that authorizes, approves, or ratifies such contract or transaction.

#### ARTICLE XIII

##### VOTING OF SHAREHOLDERS

Except as may be otherwise required by law, if a quorum is present, the affirmative vote of a majority of the outstanding shares represented at the meeting and entitled to vote thereon, or of any class or series, shall be the act of the shareholders on all matters except the election of directors. Directors shall be elected by plurality vote.

#### ARTICLE XIV

##### LIABILITY OF DIRECTORS

To the maximum extent permitted by law, no director of the Corporation shall be personally liable for money damages to the Corporation or any of its stockholders for money damages for breach of fiduciary duty as a director.

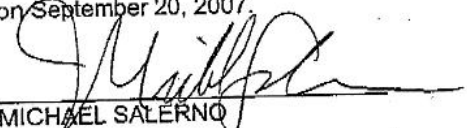
#### ARTICLE XV

##### INCORPORATOR

The name and address of the incorporator is as follows:

Michael Salerno  
121 Monmouth Street  
Suite A  
Red Bank, NJ 07701

IN WITNESS WHEREOF, the incorporator has executed this Certificate of Incorporation  
on September 20, 2007.

  
MICHAEL SALERNO

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:01 PM 07/17/2013  
FILED 01:01 PM 07/17/2013  
SRV 130887452 - 4427633 FILE

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
LIFE NUTRITION PRODUCTS, INC.**

---

**Life Nutrition Products, Inc.** (the "Corporation"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware, hereby certifies on this 17<sup>th</sup> day of July, 2013, that:

**FIRST:** The name of the Corporation is **Life Nutrition Products, Inc.**

**SECOND:** Article I of the Certificate of Incorporation be and it hereby is amended to read in its entirety as follows:

**"ARTICLE I**

**NAME**

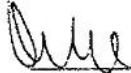
The name of the Corporation shall be **ADGS ADVISORY, INC."**

**THIRD:** The amendment shall be effective on July 19, 2013.

**FOURTH:** The amendment was authorized by the unanimous written consent of the Board of Directors followed by written consent of the stockholders being given in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate of Amendment of the Certificate of Incorporation has been executed by Li Lai Ying, the Chief Executive Officer of the Corporation, as of the date first written above.

Life Nutrition Products, Inc.

By:   
Name: Li Lai Ying  
Title: Chief Executive Officer

[Frequently Asked Questions](#) [Entity Search](#) [Name Reservation Status](#) [Logout](#)

---

### Name Reservation Status

---

| Reservation No. | Entity Name        | Entity Type | Cost  | Status   | Expiration Date (mm/dd/yyyy) |
|-----------------|--------------------|-------------|-------|----------|------------------------------|
| 5331264         | ADGS ADVISORY INC. | CORPORATION | 75.00 | RESERVED | 09/05/2013                   |

**FRV Number - 130541338****Payment Type - Credit Card****Card Number - \*\*\*\*\*1009****Card Type - AK****Credit Card Reference Number - 050613095543840****Amount Charged - \$75.00**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:22 PM 12/08/2014  
FILED 12:20 PM 12/08/2014  
SRV 141500064 - 4427633 FILE

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
ADGS ADVISORY, INC.**

ADGS Advisory, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware, hereby certifies on this 30<sup>th</sup> day of November, 2014, that:

**FIRST:** The first sentence of Article VI of the Certificate of Incorporation provides that the total number of shares of stock which the Corporation shall have authority to issue is 52,000,000, of which 50,000,000 shall be designated common stock, par value \$0.0001 per share, and of which 2,000,000 shall be designated preferred stock, par value \$0.0001 per share.

**SECOND:** The first sentence of Article VI of the Certificate of Incorporation be and it hereby is amended to read as follows:

"The total number of shares of stock which the Corporation shall have authority to issue is 202,000,000, of which 200,000,000 shall be designated common stock, par value \$0.0001 per share, and of which 2,000,000 shall be designated preferred stock, par value \$0.0001 per share."

**THIRD:** That the amendment was authorized by the unanimous written consent of the Board of Directors followed by written consent of the stockholders being given in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF,** this Certificate of Amendment of the Certificate of Incorporation of ADGS Advisory, Inc. has been executed by Li Lai Ying, Chief Executive Officer of the Corporation, as of the date first written above.

**ADGS ADVISORY, INC.**

By: 

Name: Li Lai Ying

Title: Chief Executive Officer

**CERTIFICATE OF  
RESIGNATION OF REGISTERED AGENT  
NOT COUPLED WITH APPOINTMENT OF SUCCESSOR  
OF  
ADGS ADVISORY, INC.**

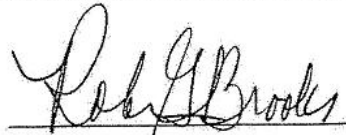
**THE UNDERSIGNED**, Delaware Corporations LLC, pursuant to Section 136 of the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. Delaware Corporations LLC is designated in the records of the Secretary of State as the registered agent of **ADGS ADVISORY, INC.**
2. Written notice of the resignation was given to the affected corporation at least 30 days prior to the filing of this certificate. Said notice was mailed on January 8, 2015.
3. Delaware Corporations LLC has resigned as registered agent of **ADGS ADVISORY, INC.**
4. This Certificate of Resignation shall become effective 30 days after the filing date hereof for **ADGS ADVISORY, INC.**

**IN WITNESS WHEREOF**, the undersigned has duly executed this Certificate of Resignation as of this 14th day of January, 2016.

DELAWARE CORPORATIONS LLC

By: \_\_\_\_\_

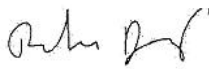


Robin G. Brooks, Vice President

**STATE OF DELAWARE**  
**CERTIFICATE FOR REVIVAL OF CHARTER**

The corporation organized under the laws of the State of Delaware, the charter of which was forfeited for failure to obtain a registered agent, now desires to procure a revival of its charter pursuant to Section 312 of the General Corporation Law of the State of Delaware, and hereby certifies as follows:

1. The name of the corporation is ADGS Advisory, Inc.  
and, if different, the name under which the corporation was originally incorporated Life Nutrition Products, Inc.
2. The Registered Office of the corporation in the State of Delaware is located at 8 the Green, Ste. R (street),  
in the City of Dover, County of Kent  
Zip Code 19901. The name of the Registered Agent at such address upon  
whom process against this Corporation may be served is Resident Agents, Inc.
3. The date of filing of the Corporation's original Certificate of Incorporation in  
Delaware was 9/24/2007
4. The corporation desiring to be revived and so reviving its certificate of  
incorporation was organized under the laws of this State.
5. The corporation was duly organized and carried on the business authorized by its  
charter until the 13 day of February A.D. 2016, at which time its  
charter became inoperative and forfeited for failure to obtain a registered agent and the  
certificate for revival is filed by authority of the duly elected directors of the corporation  
in accordance with the laws of the State of Delaware.

By:   
Authorized Officer

Name: Rhonda Keaveney  
Print or Type



**Amended and Restated BY-LAWS OF****Quality Online Education Group Inc., a DELAWARE Corporation****ARTICLE I  
MEETINGS OF STOCKHOLDERS**

**Section 1. The Annual Meeting.** The annual meeting of the stockholders of Quality Online Education Group Inc. (the “Corporation”) for the election of directors and for the transaction of such other business as may come before the meeting shall be held within one hundred and fifty days after the close of the Corporation’s Fiscal Year at such date, time, and location as the Board of Directors shall designate.

**Section 2. Special Meetings.** Special meetings of the stockholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the President and shall be called by the President or Secretary at the request in writing of stockholders of record owning at least twenty-five per centum (25%) of the shares of stock of the Corporation outstanding and entitled to vote.

**Section 3. Notice of Meetings.** Notice of the place, date and time of the holding of each annual and special meeting of the stockholders and, in the case of a special meeting, the purpose or purposes thereof, shall be given personally, email or by mail in a postage prepaid envelope to each stockholder entitled to vote at such meeting, not less than ten nor more than sixty days before the date of such meeting, and, if mailed, shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Unless the Board of Directors shall fix, after the adjournment, a new record date for an adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

**Section 4. Place of Meetings.** Meetings of the stockholders may be held at such place, within or without the State of Delaware, as the Board of Directors or the officer calling the same shall specify in the notice of such meeting, or in a duly executed waiver of notice hereof.

---

**Section 5. Quorum.** At all meetings of the stockholders the holders of a majority of the votes of the shares of stock of the Corporation issued and outstanding and entitled to vote shall be present in person or by proxy to constitute a quorum for the transaction of any business, except as otherwise provided by statute or in the Certificate of Incorporation. In the absence of a quorum, the holders of a majority of the shares of stock present in person or by proxy and entitled to vote, or if no stockholder entitled to vote is present, then any officer of the Corporation may adjourn the meeting. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

**Section 6. Organization.** At each meeting of the stockholders, the President, or in his absence or inability to act, any person chosen by a majority of those stockholders present, in person or by proxy and entitled to vote, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

**Section 7. Order of Business.** The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

**Section 8. Voting.** Except as otherwise provided by statute, by the Certificate of Incorporation, or by any certificate duly filed in the State of Delaware pursuant to Section 151 of the Delaware General Corporation Law, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the stockholders to one vote for every share of such stock standing in his name on the record of stockholders of the Corporation on the date fixed by the Board of Directors as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or if such record date shall not have been so fixed, then at the close of business on the day next preceding the date on which notice thereof shall be given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; or each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of three years from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where an irrevocable proxy is permitted by law. Except as otherwise provided by statute, these By-Laws, or the Certificate of incorporation, any corporate action to be taken by vote of the stockholders shall be authorized by a majority of the total votes, cast at a meeting of stockholders by the holders of shares present in person or represented by proxy and entitled to vote on such action. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by written ballot. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

**Section 9. List of Stockholders.** The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

**Section 10. Action by Written Consent.** Any action which is required to be or may be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice to stockholders and without a vote if consents in writing, setting forth the action so taken, shall have been signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or to take such action at a meeting at which all shares entitled to vote thereon were present and voted.

**Section 11. Duration and Revocation of Consents.** Consents to corporate action shall be valid for a maximum of sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner provided in Section 228(c) of the Delaware General Corporation Law. Consents may be revoked by written notice (i) to the Corporation, (ii) to the stockholder or stockholders soliciting consents or soliciting revocations in opposition to action by consent proposed by the Corporation (the "Soliciting Stockholders"), or (iii) to a proxy solicitor or other agent designated by the Corporation or the Soliciting Stockholders.

**Section 12. Notice of Action by Consent.** The Corporation shall give prompt notice of the taking of corporate action without a meeting by less than unanimous written consent to stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the Action were delivered to the Corporation in the manner provided in Section 228(c) of the Delaware General Corporation Law.

## **ARTICLE II BOARD OF DIRECTORS**

**Section 1. General Powers.** The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

**Section 2. Number, Qualifications, Election, and Term of Office.** The number of directors of the Corporation shall be as determined by vote of a majority of the entire Board of Directors. All of the directors shall be of full age. Directors need not be stockholders. Except as otherwise provided by statute or these By-Laws, the directors shall be elected at the annual meeting of the stockholders for the election of directors at which a quorum is present, and the persons receiving a plurality of the votes cast at such election shall be elected. Each director shall hold office until the next annual meeting of the stockholders and until his successor shall have been duly elected and qualified or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws, or as otherwise provided by statute or the Certificate of Incorporation.

**Section 3. Place of Meeting.** Meetings of the Board of Directors may be held at such place, within or without the State of Delaware, as the Board of Directors may from time to time determine or shall be specified in the notice or waiver of notice of such meeting.

**Section 4. First Meeting.** The Board of Directors shall meet for the purpose of organization, the election of the officers of the Corporation, and the transaction of other business, as soon as practicable after each annual meeting of the stockholders. Notice of such meeting need not be given. Such meeting may be held at any other time or place (within or without the State of Delaware) which shall be specified in a notice thereof given as hereinafter Provided in Section 7 of this Article II.

**Section 5. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and at such place as the Board of Directors may from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these By-Laws.

**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by one or more directors of the Corporation or by the President.

**Section 7. Notice of Meetings.** Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place of the meeting. Notice of each such meeting shall be delivered to each director either personally or by telephone, telegraph cable or wireless, at least twenty-four hours before the time at which such meeting is to be held or by first-class airmail, postage prepaid, addressed to him at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him. Except as otherwise specifically required by these By-Laws, a notice or waiver of notice of any regular or special meeting need not state the purpose of such meeting.

**Section 8. Quorum and Manner of Acting.** A majority of the entire Board of Directors shall be present in person at any meeting of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting, and, except as otherwise expressly required by statute or the Certificate of Incorporation, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat, or if no director be present, the Secretary may adjourn such meeting to another time and place, or such meeting, unless it be the first meeting of the Board of Directors, need not be held. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Except as provided in Article III of these By-Laws, the directors shall act only as a Board and the individual directors shall have no power as such.

**Section 9. Organization.** At each meeting of the Board of Directors, the President, or, in his absence or inability to act, another director chosen by a majority of the directors present shall act as chairman of the meeting and preside thereat. The Secretary (or, in his absence or inability to act any person appointed by the chairman) shall act as secretary of the meeting and keep the minutes thereof.

**Section 10. Resignations.** Any director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 11. Vacancies.** Vacancies may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or holders of at least ten percent of the votes of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office. Except as otherwise provided in these By-Laws, when one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

**Section 12. Removal of Directors.** Except as otherwise provided in the Certificate of Incorporation or in these By-Laws, any director may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the votes of the issued and outstanding stock entitled to vote for the election of directors of the Corporation given at a special meeting of the stockholders called and held for the purpose; and the vacancy in the Board of Directors caused by any such removal may be filled by such stockholders at such meeting, or, if the stockholders shall fail to fill such vacancy, as in these By-Laws provided.

**Section 13. Compensation.** The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity, provided no such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 14. Action Without Meeting** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

### **ARTICLE III COMMITTEES**

**Section 1. Committees.** The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

**Section 2. Committee Rules.** Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these by-laws.

## ARTICLE IV OFFICERS

**Section 1. Number and Qualifications.** The officers of the Corporation shall be the President, Secretary, and Treasurer. Any two or more offices may be held by the same person. Such officers shall be elected from time to time by the Board of Directors, each to hold office until the meeting of the Board of Directors following the next annual meeting of the stockholders, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws. The Board of Directors may from time to time elect, or the President may appoint, such other officers (including, but not limited to, one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers), and such agents, as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as may be prescribed by the Board of Directors or by the appointing authority.

**Section 2. Resignations.** Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 3. Removal.** Any officer or agent of the Corporation may be removed, either with or without cause, at any time, by the vote of the majority of the entire Board of Directors at any meeting of the Board of Directors, or, except in the case of an officer or agent elected or appointed by the Board of Directors, by the President. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

**Section 4. Vacancies.** A vacancy in any office, whether arising from death, resignation, removal or any other cause, may be filled for the unexpired portion of the term of the office which shall be vacant, in the manner prescribed in these By-Laws for the regular election or appointment of such office.

**Section 5. Officers' Bonds or Other Security.** If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board of Directors may require.

**Section 6. Compensation.** The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors; provided, however, that the Board of Directors may delegate to the President the power to fix the compensation of officers and agents appointed by the President. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

**Section 7. President.** The President shall be the Chief Executive Officer of the Corporation and shall have the general and active management of the business of the Corporation and general and active supervision and direction over the other officers, agents and employees and shall see that their duties are properly performed. He shall, if present, preside at each meeting of the stockholders and of the Board of Directors and shall be an ex-officio member of all committees of the Board of Directors. He shall perform all duties incident to the office of President and Chief Executive Officer and such other duties as may from time to time be assigned to him by the Board of Directors.

**Section 8. Secretary.** The Secretary shall:

(a) Keep or cause to be kept in one or more books provided for that purpose, the minutes of the meetings of the Board of Directors, the committees of the Board of Directors and the stockholders;

(b) See that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;

(c) Be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;

(d) See that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) In general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the President.

**Section 9. Treasurer.** The Treasurer shall be the chief financial officer of the Corporation and shall exercise general supervision over the receipt, custody, and disbursements of corporate funds. The Treasurer shall sign, make and indorse in the name of the corporation, all checks, drafts, warrants and orders for the payment of money, and pay out and dispose of same and receipts for such, and, in general, perform all the duties incident to the office of Treasurer. He shall have such further powers and duties as may be conferred upon him from time to time by the President or the Board of Directors.

## **ARTICLE V INDEMNIFICATION**

To the fullest extent permitted by law, the Corporation shall indemnify any director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suitor proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, agent or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), liability, loss, judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, upon a plea of nolo contendere or equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect of any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Such indemnity shall inure to the benefit of the heirs, executors and administrators of any director or officer so indemnified pursuant to this Article. The right to indemnification under this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its disposition; provided however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. Such indemnification and advancement of expenses shall be in addition to any other rights to which those directors and officers seeking indemnification and advancement of expenses may be entitled under any law, agreement, vote of stockholders, or otherwise.

Any repeal or amendment of this Article by the stockholders of the Corporation or by changes in applicable law shall, to the extent permitted by applicable law, be prospective only, and shall not adversely affect any right to indemnification or advancement of expenses of a director or officer of the Corporation existing at the time of such repeal or amendment. In addition to the foregoing, the right to indemnification and advancement of expenses shall be to the fullest extent permitted by the General Corporation Law of the State of Delaware or any other applicable law and all amendments to such laws as hereafter enacted from time to time.

## **ARTICLE VI STOCK**

**Section 1. Certificates.** Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board of Directors, if any, or the President, and by the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

**Section 2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates.** The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## **ARTICLE VII MISCELLANEOUS**

**Section 1. Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of September of each year and end on the last day of August of each year.

**Section 2. Seal.** The Board of Directors shall provide a corporate seal, which shall be in the form of the name of the Corporation and the words and figures “Corporate Seal, Life Nutrition Products, Inc., Delaware 2004”.

**Section 3. Waiver of Notice of Meetings of Stockholders, Directors and Committees.** Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

**Section 4. Interested Directors; Quorum.** No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other Corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

**Section 5. Form of Records.** Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

**Section 6. Amendments.** These By-Laws may be amended or repealed, or new By-Laws may be adopted, (1) at any annual or special meeting of the stockholders, by a majority of the total votes of the stockholders, present or in person or represented by proxy and entitled to vote on such action; provided, however, that the notice of such meeting shall have been given as provided in these By-Laws, which notice shall mention that amendment or repeal of these By-Laws, or the adoption of new By-Laws, is one of the purposes of such meeting; (2) by written consent of the stockholders pursuant to Section 10 of Article I; or (3) by action of the Board of Directors.

I, the undersigned, Secretary of the Corporation, do hereby certify that the foregoing is a true, complete, and accurate copy of the Amended and Restated By-laws of Life Nutrition Products, Inc., duly adopted by unanimous written consent of the Board of Directors on the day of July 14, 2021, and I do further certify that these By-laws have not since been altered, amended, repealed, or rescinded, and are now in full force and effect.

/s/ Xuye Wu

\_\_\_\_\_  
Xuye Wu, Secretary

**STATE OF DELAWARE**  
**CERTIFICATE FOR REVIVAL OF CHARTER**

The corporation organized under the laws of the State of Delaware, the charter of which was forfeited for failure to obtain a registered agent, now desires to procure a revival of its charter pursuant to Section 312 of the General Corporation Law of the State of Delaware, and hereby certifies as follows:

1. The name of the corporation is ADGS Advisory, Inc.  
 and, if different, the name under which the corporation was originally incorporated  
Life Nutrition Products, Inc.
2. The Registered Office of the corporation in the State of Delaware is located at  
8 the Green, Ste. R (street),  
 in the City of Dover, County of Kent  
 Zip Code 19901. The name of the Registered Agent at such address upon  
 whom process against this Corporation may be served is Resident Agents, Inc.
3. The date of filing of the Corporation's original Certificate of Incorporation in  
 Delaware was 9/24/2007.
4. The corporation desiring to be revived and so reviving its certificate of  
 incorporation was organized under the laws of this State.
5. The corporation was duly organized and carried on the business authorized by its  
 charter until the 13 day of February A.D. 2016, at which time its  
 charter became inoperative and forfeited for failure to obtain a registered agent and the  
 certificate for revival is filed by authority of the duly elected directors of the corporation  
 in accordance with the laws of the State of Delaware.

By: 

Authorized Officer

Name: Rhonda Keaveney

Print or Type

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of  
ADGS Advisory, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "VI Sub Article Third" so that, as amended, said Article shall be and read as follows:

See Attached

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed this 11th day of December, 2019.

By: [Signature]  
Authorized Officer

Title: CEO

Name: Li Ling Ying  
Print or Type

**CERTIFICATE OF AMENDMENT  
OF CONVERTIBLE PREFERRED SERIES A STOCK  
FOR ADGS ADVISORY, INC.**

It is hereby certified that:

1. The name of the Corporation is ADGS Advisory, Inc., [hereinafter called the "Corporation"].
2. The Certificate of Incorporation, as amended, of the Corporation authorizes the issuance of 1,000,000 (One Million) shares of Convertible Preferred Series A Stock, \$.0001 par value, and expressly vests in the Board of Directors of the Corporation the authority provided therein to issue any or all of said shares in one or more series and by resolution or resolutions, the designation, number, full or limited voting powers, or the denial of voting powers, preferences and relative, participating, optional, and other special rights and the qualifications, limitations, restrictions, and other distinguishing characteristics of each series to be issued.
3. The Board of Directors of the Corporation, pursuant to the authority expressly vested in it as aforesaid, has adopted the following resolutions creating a Convertible Preferred Series A Preferred Stock issue of Preferred Stock:

**"RESOLVED**, that the Board of Directors hereby fixes and determines the designation of the number of shares and the rights, preferences, privileges and restrictions relating to the Convertible Preferred Series A Stock, as follows:

- (a) Designation. The series of Convertible Preferred Series A Stock as amended, shall be designated the Convertible Preferred Series A Stock [the "Series A Stock"].
- (b) Authorized Shares. The number of authorized shares of Series A Stock shall be 1,000,000 (One Million) shares.
- (c) Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after setting apart or paying in full the preferential amounts due to Holders of senior capital stock, if any, the Holders of Series A Stock and parity capital stock, if any, shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the Holders of junior capital stock, including Common Stock, an amount equal to \$.0001 per share [the "Liquidation Preference"]. If upon such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to the Holders of the Series A Stock and parity capital stock, if any, shall be insufficient to permit in full the payment of the Liquidation Preference, then all such assets of the Corporation shall be distributed ratably among the Holders of the Series A Stock and parity capital stock, if any. Neither the consolidation or merger of the Corporation nor the sale, lease or transfer by the Corporation of all or a part of its assets shall be deemed a liquidation, dissolution or winding up of the Corporation for purposes of this Section (c).

(d) Dividends. The Series A Stock is not entitled to receive any dividends in any amount during which such shares are outstanding.

(e) Conversion Rights. Each share of Series A Stock shall be convertible, at the option of the Holder, into 1,000 (One Thousand) fully paid and non-assessable shares of the Corporation's Common Stock. The foregoing conversion calculation shall be hereinafter referred to as the "Conversion Ratio."

(i) Conversion Procedure. Upon written notice to the Holder, the Holder shall effect conversions by surrendering the certificate(s) representing the Preferred Series A Stock to be converted to the Corporation, together with a form of conversion notice satisfactory to the Corporation, which shall be irrevocable. Not later than five [5] business days after the conversion date, the Corporation will deliver to the Holder, (i) a certificate or certificates, which shall be subject to restrictive legends, representing the number of shares of Common Stock being acquired upon the conversion; provided, however, that the Corporation shall not be obligated to issue such certificates until the Series A Stock is delivered to the Corporation. If the Corporation does not deliver such certificate(s) by the date required under this paragraph (e) (i), the Holder shall be entitled by written notice to the Corporation at any time on or before receipt of such certificate(s), to receive 100 Series A Stock shares for every week the Corporation fails to deliver Common Stock to the Holder.

(ii) Adjustments on Stock Splits, Dividends and Distributions. If the Corporation, at any time while any Series A Stock is outstanding, (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of its capital stock [whether payable in shares of its Common Stock or of capital stock of any class], (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue reclassification of shares of Common Stock for any shares of capital stock of the Corporation, the Conversion Ratio shall be adjusted by multiplying the number of shares of Common Stock issuable by a fraction of which the numerator shall be the number of shares of Common Stock of the Corporation outstanding after such event and of which the denominator shall be the number of shares of Common Stock outstanding before such event. Any adjustment made pursuant to this paragraph (e)(iii) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. Whenever the Conversion Ratio is adjusted pursuant to this paragraph, the Corporation shall promptly mail to the Holder a notice setting forth the Conversion Ratio after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(iii) Adjustments on Reclassifications, Consolidations and Mergers. In case of reclassification of the Common Stock, any consolidation or merger of the Corporation with or into another person, the sale or transfer of all or substantially all of the assets of the Corporation or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, then each Holder of Series A Stock then

outstanding shall have the right thereafter to convert such Series A Stock only into the shares of stock and other securities and property receivable upon or deemed to be held by Holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the Holder shall be entitled upon such event to receive such amount of securities or property as the shares of the Common Stock into which such Series A Stock could have been converted immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange would have been entitled. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the Holder the right to receive the securities or property set forth in this paragraph (e)(iv) upon any conversion following such consolidation, merger, sale, transfer or share exchange. This provision shall similarly apply to successive reclassifications, consolidations, mergers, sales, transfers or share exchanges.

(iv) Fractional Shares; Issuance Expenses. Upon a conversion of Series A Stock, the Corporation shall not be required to issue stock certificates representing fractions of shares of Common Stock, but shall issue that number of shares of Common Stock rounded to the nearest whole number. The issuance of certificates for shares of Common Stock on conversion of Series A Stock shall be made without charge to the Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificate, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder, and the Corporation shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(f) Voting Rights. Except as otherwise expressly provided herein or as required by law, the Holders of shares of Series A Stock shall be entitled to vote on any and all matters considered and voted upon by the Corporation's Common Stock. The Holders of the Series A Stock shall be entitled to 1,000 (One Thousand) votes per share of Series A Stock.

(g) Reservation of Shares of Common Stock. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of Series A Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holders of Series A Stock, such number of shares of Common Stock as shall be issuable upon the conversion of the outstanding Series A Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all outstanding Series A Stock, the Corporation will take such corporate action necessary to increase its authorized shares of Common Stock to such number as shall be sufficient for such purpose. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and non assessable.

**ADGS ADVISORY, INC.**  
**Unanimous Written Consent**  
**Of Board of Directors**  
**In Lieu of Special Meeting**

The undersigned, being the Board of Directors of ADGS Advisory, Inc. a Delaware Corporation (the "Corporation"), hereby waives the calling or holding of a meeting of the board of directors of the Corporation (the "Board"), consents in writing as of this 7th day of February 2020 to the following actions and directs that this unanimous written consent be filed by the Corporation's Secretary with the minutes of proceedings of the Board.

WHEREAS, the Corporation desires to accept the resignation of Rhonda Keaveney as President, Chief Executive Officer, Secretary, Treasurer and Director.

WHEREAS, the Corporation desires appoint Xijin Wu as President, Chief Executive Officer, Secretary, Treasurer and Director.

WHEREAS, the Corporation desires appoint Liangjian Peng as Director.

WHEREAS, the Corporation desires to appoint Alvin Chau as Director

Now therefore,

IT IS HEREBY RESOLVED, the Corporation shall accept the resignation of Rhonda Keaveney and appointment of Xijin Wu, Alvin Chau, and Liangjian Peng as officers and directors, effective as of this February 7, 2020.

FURTHER RESOLVED, the Board of Directors of the Corporation be and hereby is authorized, empowered and directed to take any and all actions and to execute, deliver and file any and all agreements, instruments and documents as the director so acting shall determine to be necessary or appropriate to consummate the transactions contemplated by the foregoing resolution. The taking of such action to be conclusive evidence that the same was deemed to be necessary or appropriate and was authorized hereby.

IN WITNESS WHEREOF, the undersigned being the Board of Directors of ADGS Advisory, Inc., has executed this Consent as of the day and year first written above.



---

Rhonda Keaveney, Director

January 30, 2020

Board of Directors  
ADGS Advisory, Inc.

Re: Resignation of

Dear Board of Directors:

Please be advised that I, Rhonda Keaveney, do hereby resign all of my positions as officer and director of ADGS Advisory, Inc. (the "Company"). This resignation is effective immediately. Specifically, I resign from my positions as Chief Executive Officer, Secretary, Treasurer and Director of the Company, as well as any other positions that might be construed as part of the executive management of directorship of the Company.

My resignation is not due to any disagreement on any matter relating to the operations, policies, or practices of the Company.

Yours truly,



---

Rhonda Keaveney

**MERGER AGREEMENT**

ADGS Advisory, Inc. (“ADGS”)

- and -

Quality Online Education Group Inc. (“QOEG”)

---

**MERGER AGREEMENT**

August 31, 2020

---

## MERGER AGREEMENT

MEMORANDUM OF AGREEMENT made as of the August 31, 2020

Between:

ADGS Advisory, Inc.,

a corporation existing under the laws of the State of Delaware  
(hereinafter referred to as "ADGS")

- and -

Quality Online Education Group Inc.,

a corporation existing under the laws of the Province of Ontario, Canada;  
(hereinafter referred to as "QOEG")

THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### ARTICLE I INTERPRETATION

#### 1.1 DEFINITIONS

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings respectively:

"Acquisition Proposal" means any proposal or offer with respect to any merger, amalgamation, arrangement, business combination, liquidation, dissolution, recapitalization, take-over bid, purchase of all or any material assets of, or any purchase of more than 20% of the equity (or rights thereto) of, or similar transactions involving, QOEG or any QOEG Material Subsidiary, excluding the Arrangement;

"Action" means any action, claim, suit, litigation, demand, cause of action, charge, complaint, arbitration or other proceeding;

"ADGS" means ADGS Advisory, Inc., a corporation existing under the laws of the State of Delaware, and any successor corporation thereto;

"ADGS Common Shares" means the shares of common stock, US\$0.0001 par value, of ADGS;

“ADGS Elected Shares” means any QOEG Common Share (other than a QOEG Common Share held by ADGS or any affiliate thereof) that the holder thereof shall have elected to transfer to Callco for a ADGS Common Share and certain ancillary rights;

“ADGS Meeting” means the ordinary general and extraordinary meeting of ADGS Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with applicable laws to consider the ADGS Resolution as well as other matters to be considered at ADGS’s ordinary general meeting;

“ADGS Resolution” means the resolution of the ADGS Shareholders to increase the ADGS share capital in order to implement the Arrangement described Section 2 in this Agreement;

“ADGS Shareholders” means the holders of ADGS Shares;

“Affiliate” means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person;

“Arrangement” means an arrangement described in Section 2 in this Agreement;

“Business Day” means any day on which commercial banks are generally open for business in New York, New York and Toronto, Ontario, other than a Saturday, a Sunday or a day observed as a holiday in Toronto, Ontario under the laws of the Province of Ontario or the federal laws of Canada or in New York, New York under the laws of the State of New York or the federal laws of the United States of America;

“CBCA” means the Canada Business Corporations Act, as amended;

“Callco” means Quality Online Callco Inc., a corporation existing under the laws of the Province of Ontario, Canada, which, at the time of the consummation of the Arrangement described in Section 2 in this Agreement, will be a direct or indirect wholly-owned subsidiary of ADGS;

“Canadian Resident” means a resident of Canada for purposes of the ITA and includes a partnership any member of which is a resident of Canada for purposes of the ITA;

“Canadian Tax Act” means the Income Tax Act (Canada), as amended;

“Code” means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;

“Director” means the Director appointed pursuant to Section 260 of the CBCA;

“Dissent Rights” means the rights of dissent in respect of the Arrangement described in Section 2.3(c) of this Agreement;

“Effective Date” means the date of the consummation of the Arrangement;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended;

“Exchange Ratio” means 58.8713;

“Exchangeable Elected Shares” means any QOEG Common Share (other than a QOEG Common Share held by ADGS or any affiliate thereof) that the holder thereof shall have elected to transfer to QOEG for an Exchangeable Share and certain ancillary rights;

“Exchangeable Shares” means the non-voting exchangeable shares will be set up and issued in QOEG, having the rights, privileges, restrictions and conditions set out in the Exchangeable Shares Provisions;

“Exchangeable Share Provisions” means the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares, which rights, privileges, restrictions and conditions shall be substantially as set out in Schedule A in this Agreement;

“Exchangeable Share Support Agreement” means an agreement to be made between ADGS, Exchangeco and Calico substantially in the form of Schedule B hereto, with such changes thereto as the parties hereto may agree;

“Exchangeco” means Quality Online Education Group Inc., a corporation existing under the laws of the Province of Ontario, Canada, being a direct subsidiary of Calico, and being an indirect subsidiary of ADGS. In this case, Exchangeco will also be QOEG after the reorganization of QOEG;

“Governmental Entity” means (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“including” means including without limitation;

“Intellectual Property” means all federal, state, provincial, foreign and multinational intellectual and industrial property rights, including without limitation, all (i) patents; (ii) copyrights; (iii) trademarks and service marks, the goodwill of any business symbolized thereby, and all common-law rights relating thereto; (iv) trade secrets; and (v) all registrations, applications, and recordings related to the foregoing;

“ITA” means the *Income Tax Act* (Canada), as amended;

“Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body (including the Applicable Exchanges) or self-regulatory authority, and the term “applicable” with respect to those Laws and in the context that refers to one or more Persons, means that those Laws apply to that Person or Persons or its or their business, undertaking, property or securities;

“Material Adverse Change” when used in connection with ADGS or QOEG, means any change, effect, event or occurrence that is, or would reasonably be expected to be, material and adverse to the business, assets, liabilities, financial condition, results of operations or prospects of such party and its subsidiaries taken as a whole, other than any change, effect, event or occurrence (i) relating to the Canadian or United States’ economy or securities markets in general or (ii) relating to any change in the trading price of the QOEG Common Shares or ADGS Common Shares, respectively, related to the Arrangement or unrelated to any change, effect, event or occurrence that is, or would reasonably be expected to be, material and adverse to the business, assets, liabilities, financial condition, results of operations or prospects of QOEG or ADGS, as the case may be, and its subsidiaries taken as a whole;

“Material Adverse Effect” when used in connection with ADGS or QOEG, means any matter or action that has an effect that is, or would reasonably be expected to be, material and adverse to the business, assets, liabilities, financial condition, results of operations or prospects of such party and its subsidiaries taken as a whole;

“Material Fact” shall have the meaning ascribed thereto under the Securities Act;

“Person” includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Entity, syndicate or other entity, whether or not having legal status;

“QOEG” means Quality Online Education Group Inc., a corporation existing under the laws of the Province of Ontario, Canada;

“QOEG Common Shares” means the common shares in the capital of QOEG;

“QOEG Election Deadline” means 5:00 p.m. (local time) on the date which is two Business Days after the date of the QOEG Meeting;

“QOEG Meeting” means the special meeting of holders of QOEG Common Shares, including any adjournment thereof, to be called to consider the Arrangement or written consent in lieu of the meeting;

“QOEG Resolution” means the special resolution of the holders of QOEG Common Shares;

“QOEG Shareholder” means a registered holder of QOEG Common Shares;

“Securities Act” means the *Securities Act* (Ontario) and the rules, regulations and policies made thereunder, as now in effect and as they may be amended from time to time;

“Subsidiary” means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate, and shall include any body corporate, partnership, joint venture or other entity over which it exercises direction or control or which is in a like relation to a subsidiary;

“Tax Returns” means all returns, declarations, reports, information returns and statements required to be filed with any taxing authority relating to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax;

#### 1.2 INTERPRETATION NOT AFFECTED BY HEADINGS, ETC.

The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an “Article”, “Section” or “Schedule” followed by a number and/or a letter refer to the specified Article or Section of this Agreement. The terms “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

#### 1.3 CURRENCY

Unless otherwise specifically indicated, all sums of money referred to in this Agreement are expressed in lawful money of the United States.

#### 1.4 NUMBER, ETC.

Unless the context otherwise requires, words importing the singular shall include the plural and VICE VERSA and words importing any gender shall include all genders.

#### 1.5 DATE FOR ANY ACTION

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

## 1.6 ENTIRE AGREEMENT

This Agreement, the agreements and other documents herein referred to constitute the entire agreement between the parties hereto pertaining to the terms of the Arrangement and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties hereto with respect to the terms of the Arrangement.

## 1.7 SCHEDULES

The following Schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part here of:

Schedule A - Exchangeable Shares Provision  
Schedule B - Support Agreement  
Schedule C - Retraction Request

## 1.8 ACCOUNTING MATTERS

Unless otherwise stated, all accounting terms used in this Agreement in respect of any party shall have the meanings attributable thereto under generally accepted accounting principles applicable to such party's published financial statements and all determinations of an accounting nature in respect of any party required to be made shall be made in a manner consistent with generally accepted accounting principles applicable to such party's published financial statements and past practice.

## 1.9 KNOWLEDGE

Each reference herein to the knowledge of a party means, unless otherwise specified, the actual knowledge of such party's senior officers after due reasonable inquiry.

## ARTICLE 2 GENERAL MATTERS REGARDING THE ARRANGEMENT

### 2.1 IMPLEMENTATION STEPS BY QOEG

QOEG covenants in favour of ADGS that QOEG shall:

(a) subject to the terms of this Agreement, as soon as reasonably practicable, convene and hold the QOEG Board of Directors Meeting and Shareholder Meeting for the purpose of considering the QOEG Resolution;

- (b) except as required for quorum purposes, not postpone or cancel (or propose for adjournment, postponement or cancellation) the QOEG Board of Directors Meeting and Shareholder Meeting without ADGS's prior written consent except as required by Laws or required by the QOEG Shareholders;
- (c) amend the articles of QOEG to create the Exchangeable Shares prior to the Effective Time;
- (d) subject to obtaining the approval by the QOEG Board of Directors Meeting, as well as Shareholder Meeting, on the Closing Date, QOEG shall execute the Support Agreement; and
- (e) use reasonable best efforts to implement each of the matters contemplated by the QOEG Resolution.

## 2.2 IMPLEMENTATION STEPS BY ADGS

ADGS covenants in favour of QOEG that ADGS shall:

- (a) subject to the terms of this Agreement, as soon as reasonably practicable, convene and hold the ADGS Board of Directors Meeting and Shareholder Meeting for the purpose of considering the ADGS Resolution;
- (b) except as required for quorum purposes, not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) the ADGS Board of Directors Meeting and Shareholder Meeting without QOEG's prior written consent except as required by Laws or required by the ADGS Shareholders;
- (c) incorporate and organize Calco under the laws of Canada;
- (d) subject to obtaining the approval by the ADGS Board of Directors Meeting, as well as Shareholder Meeting, on the Closing Date, ADGS shall execute the Exchangeable Share Support Agreement; and
- (e) use reasonable best efforts to implement each of the matters contemplated by the ADGS Resolution.

## 2.3 THE ARRANGEMENT

- (a) The Arrangement. Commencing at the Effective Time, the following shall occur and shall be deemed to occur in the following order and be effective at the time stated, in each case without any further act or formality.

The outstanding QOEG Common Shares held by each holder other than, QOEG Common Shares held by a holder who has exercised its Dissent Rights and is ultimately entitled to be paid the fair value of its QOEG Common Shares (as determined in accordance with Section 2.3(c)), and QOEG Common Shares held by ADGS or any Affiliate thereof, shall be exchanged by the holder thereof for at the holder's option:

(i) each Exchangeable Elected Share will be transferred by the holder thereof to QOEG in exchange for that number of fully paid and non-assessable and Non-voting QOEG Exchangeable Shares equal to the Exchange Ratio; and the name of each such holder will be removed from the register of holders of QOEG Common Shares and added to the register of holders of QOEG Exchangeable Shares;

(ii) each ADGS Elected Share will be transferred by the holder thereof to Callco in exchange for that number of fully paid and non-assessable ADGS Common Shares equal to the Exchange Ratio; and the name of each such holder will be removed from the register of holders of QOEG Common Shares and added to the register of holders of ADGS Common Shares.

(b) Adjustment to Exchange Ratio. The Exchange Ratio shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into ADGS Common Shares or QOEG Common Shares, other than stock dividends paid in lieu of ordinary course dividends), consolidation, reorganization, recapitalization or other like change with respect to ADGS Common Shares or QOEG Common Shares occurring after the date of the Merger Agreement and prior to the Effective Time.

(c) Rights of Dissent. Holders of QOEG Common Shares may exercise rights of dissent with respect to such shares; provided that, the written objection to the QOEG Shareholders Resolution received by QOEG not later than 5:00 p.m. (Toronto time) on the Business Day preceding the QOEG Shareholders Meeting. Holders of QOEG Common Shares who duly exercise such rights of dissent and who:

(i) are ultimately determined to be entitled to be paid fair value for their QOEG Common Shares, shall be deemed to have transferred such QOEG Common Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims and encumbrances, to QOEG and such shares shall be cancelled as of the Effective Time; or

(b) are ultimately determined not to be entitled, for any reason, to be paid fair value for their QOEG Common Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of QOEG Common Shares and shall receive the appropriate Exchangeable Shares that are in turn exchanged for shares of ADGS Common Stock;

but in no case shall ADGS, Callco, QOEG or any other Person be required to recognize such holders as holders of QOEG Common Shares after the Effective Time and the names of such holders of QOEG Common Shares shall be deleted from the register of shareholders of QOEG Common Shares at the Effective Time.

## 2.4 CERTAIN RIGHTS

The Liquidation Call Right and the Redemption Call Right of Callco, as well as the Retraction Call Right of Holders of Exchangeable Shares are described in Schedule A attached to this Agreement.

## 2.5 SECURITIES COMPLIANCE

ADGS shall use its reasonable best efforts to obtain all orders required from the applicable Canadian securities regulatory authorities to permit the issuance and first resale of the (i) Exchangeable Shares issued pursuant to the Arrangement, and (ii) the ADGS Common Shares provided from time to time upon exchange of the Exchangeable Shares, in each case without qualification with or approval of or the filing of any prospectus, or the taking of any proceeding with, or the obtaining of any further order, ruling or consent from, any Governmental Entity or regulatory authority under any Canadian federal, provincial or territorial securities or other Laws or pursuant to the rules and regulations of any regulatory authority administering such Laws, or the fulfillment of any other legal requirement in any such jurisdiction (other than, with respect to such first resales, any restrictions on transfer by reason of, among other things, a holder being a “control person” of ADGS or QOEG for purposes of Canadian federal, provincial or territorial securities Laws);

## 2.6 PREPARATION OF FILINGS

(a) ADGS and QOEG shall use their reasonable best efforts to cooperate in the preparation, seeking and obtaining of all circulars, filings, consents, Regulatory Approvals and other approvals and other matters in connection with this Agreement, provided, however, that, with respect to Canadian or U.S. federal, provincial, state or territorial qualifications, ADGS shall not be required to register or qualify as a foreign corporation or to take any action that would subject it to service of process in any jurisdiction where it is not now so subject, except as to matters and transactions arising solely from the exchange of the Exchangeable Shares and the provision of the ADGS Common Shares;

(b) Each of ADGS and QOEG shall furnish to the other all such information concerning it and its shareholders as may be required (and, in the case of its shareholders, available to it) for the effectuation of the Actions and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation the transactions contemplated by this Agreement will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished.

ARTICLE 3  
REPRESENTATIONS AND WARRANTIES

3.1 REPRESENTATIONS AND WARRANTIES OF QOEG

QOEG represents and warrants to and in favour of ADGS as follows and acknowledges that ADGS is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) Organization.

(i) Each of QOEG and the QOEG Material Subsidiaries has been duly incorporated or formed under all applicable Laws, is validly subsisting and has full corporate or legal power and authority to own its properties and conduct its businesses as currently owned and conducted, except, in the case of the QOEG Material Subsidiaries, where the failure to be so incorporated or formed or subsisting or to have such power and authority would not, individually or in the aggregate, have a Material Adverse Effect on QOEG. All of the outstanding shares and other ownership interests of the QOEG Material Subsidiaries which are held directly or indirectly by QOEG are validly issued, fully paid and non-assessable and all such shares and other ownership interests are owned directly or indirectly by QOEG, free and clear of all material liens, claims or encumbrances, or pursuant to restrictions on transfers contained in articles or similar documents, and except as aforesaid there are no outstanding options, rights, entitlements, understandings or commitments (contingent or otherwise) regarding the right to acquire any such shares or other ownership interests in any of the QOEG Material Subsidiaries;

(ii) Neither QOEG nor any QOEG Material Subsidiary has any minority interest in any other corporation or entity which minority interest is material in relation to the consolidated financial position of QOEG;

(b) Capitalization. As of the close of business on August 31, 2020, the authorized capital of QOEG was an unlimited number of QOEG Common Shares issuable in Series. As of the close of business on August 31, 2020, there were outstanding 44,747,337 QOEG Common Shares. No options or awards have been or will be made under the QOEG Key Employee Executive Plan. Except as described in the preceding sentences of this Section 3.1(b) and in Section 3.1(a), there are no options, warrants, securities, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating QOEG or any QOEG Material Subsidiary to issue or sell any shares of QOEG or any of the QOEG Material Subsidiaries or securities or obligations of any kind convertible into or exchangeable for any shares of QOEG or any QOEG Material Subsidiary. All outstanding QOEG Common Shares have been duly authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. There are no outstanding bonds, debentures or other evidences of indebtedness of QOEG or any subsidiary having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the QOEG Common Shares on any matter. Except as has been set forth in writing by QOEG to ADGS in a form acceptable to ADGS, there are no outstanding contractual obligations of QOEG or any of the QOEG Material Subsidiaries to repurchase, redeem or otherwise acquire any of its outstanding securities or with respect to the voting or disposition of any outstanding securities of any of the QOEG Material Subsidiaries.

(c) Authority and No Violation.

(i) QOEG has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by QOEG and the consummation by QOEG of the transactions contemplated by this Agreement have been duly authorized by its Board of Directors and no other corporate proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereby, other than:

(A) with respect to the QOEG Meeting and other matters relating solely thereto, the approval of the Board of Directors of QOEG; and

(B) with respect to the completion of the Arrangement, the requisite approval of the QOEG Shareholders;

(ii) This Agreement has been duly executed and delivered by QOEG and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity;

(iii) The Board of Directors of QOEG has (A) determined as of the date hereof unanimously that this Agreement is fair to the holders of the QOEG Common Shares and is in the best interests of QOEG, (B) Authorized and approved this Agreement, the transactions contemplated hereby and thereby; and (C) resolved to recommend approval and adoption of this Agreement by its shareholders at the QOEG Meeting;

(iv) The approval of this Agreement, the execution and delivery by QOEG of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated thereby, will not, except as disclosed in writing by QOEG to ADGS in a form acceptable to ADGS:

(A) result (with or without notice or the passage of time) in a violation or breach of, require any consent to be obtained under or give rise to any termination, purchase or sale rights or payment obligation under any provision of:

(I) its or any QOEG Material Subsidiary's certificate of incorporation, articles, by-laws or other charter documents, including any unanimous shareholder agreement;

(II) any Laws, judgement or decree (subject to obtaining the Regulatory Approvals relating to QOEG), except to the extent that the violation or breach of, or failure to obtain any consent under, any Laws, judgement or decree would not, individually or in the aggregate, have a Material Adverse Effect on QOEG; or

(III) except as would not, individually or in the aggregate, have a Material Adverse Effect on QOEG, any contract, agreement, license, franchise or permit to which QOEG or any subsidiary is party or by which it is bound or subject or is the beneficiary;

(B) give rise to any right of termination or acceleration of indebtedness of QOEG or any subsidiary, or cause any such indebtedness to come due before its stated maturity, or cause any available credit of QOEG or any subsidiary to cease to be available, other than as would not, individually or in the aggregate, have a Material Adverse Effect on QOEG;

(C) except as would not, individually or in the aggregate, have a Material Adverse Effect on QOEG, result in the imposition of any encumbrance, charge or lien upon any of its assets or the assets of any QOEG Material Subsidiary;

(D) except as would not, individually or in the aggregate, have a Material Adverse Effect on QOEG, restrict, hinder, impair or limit the ability of QOEG or any QOEG Material Subsidiary to carry on the business of QOEG or any QOEG Material Subsidiary as and where it is now being carried on; or

(E) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any director, officer or employee of QOEG or any subsidiary or increase any benefits otherwise payable under any QOEG Plan or result in the acceleration of time of payment or vesting of any such benefits, including the time of exercise of stock options;

No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by QOEG and its subsidiaries in connection with the execution and delivery of this Agreement or the consummation by QOEG of the transactions contemplated hereby other than (A) any approvals required by the Interim Order (if applicable), (B) the Final Order (if applicable), (C) filings with the Director under the CBCA, (D) the Regulatory Approvals relating to QOEG and (E) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which have been set forth in writing by QOEG to ADGS in a form acceptable to ADGS or which, if not obtained, would, individually or in the aggregate, have a Material Adverse Effect on QOEG.

(d) No Defaults. Subject to obtaining the Regulatory Approvals relating to QOEG, neither QOEG nor any of its subsidiaries is in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, license or franchise to which it is a party which would, individually or in the aggregate, have a Material Adverse Effect on QOEG.

(e) Absence of Certain Changes or Events. Since June 30, 2020 through to the date hereof, each of QOEG and QOEG Material Subsidiaries has conducted its business only in the ordinary and regular course of business consistent with past practice (except in connection with the transactions contemplated in this Agreement) and there has not occurred a Material Adverse Change with respect to QOEG (which has not been cured).

(f) Employment Matters.

(i) Neither QOEG nor any QOEG Material Subsidiary is a party to any agreement, obligation or understanding providing for severance or termination payments to, or any employment agreement with, any director or officer, other than any common law obligations of reasonable notice of termination or pay in lieu thereof and any statutory obligations;

(ii) QOEG or its subsidiaries are not subject to any collective bargaining agreements, and there are no current, pending or, to the knowledge of QOEG, threatened strikes or lockouts at QOEG or any QOEG Material Subsidiary that would, individually or in the aggregate, have a Material Adverse Effect on QOEG;

(iii) Neither QOEG nor any QOEG Material Subsidiary is subject to any litigation, actual or, to the knowledge of QOEG, threatened, relating to employment or termination of employment of employees or independent contractors, other than those claims or such litigation as would, individually or in the aggregate, not have a Material Adverse Effect on QOEG;

(iv) QOEG and all QOEG Material Subsidiaries have operated in accordance with all applicable Laws with respect to employment and labour, including, but not limited to, employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations and there are no current, pending or, to the knowledge of QOEG, threatened proceedings before any board or tribunal with respect to any of the above areas, other than as has been set forth in writing by QOEG to ADGS in a form acceptable to ADGS or where the failure to so operate or such proceedings would, individually or in the aggregate, not have a Material Adverse Effect on QOEG; and

(v) Except as has been set force in writing by QOEG to ADGS, in a form acceptable to ADGS, there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or any other attribute of QOEG or any QOEG Material Subsidiary.

(g) Financial Statements; Contingent Liabilities. The unaudited consolidated financial statements for QOEG as at and for each of the 12-month periods ended on Dec. 31, 2018 and 2019 and the unaudited consolidated financial statements for the 3-month and 6-month periods ended Mar. 31 and June 30, 2020 have been prepared in accordance with Canadian generally accepted accounting principles (subject, in the case of such unaudited financial statements, to the absence of notes and to usual and non-material year-end adjustments), and such financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of QOEG and its subsidiaries as of the respective dates thereof and for the respective periods covered thereby, subject, in the case of such unaudited financial statements, to usual and non-material year-end adjustments. Such financial statements have also been reconciled to U.S. generally accepted accounting principles in accordance with the applicable requirements of the SEC. Except as set forth in the QOEG Documents filed prior to the date here of, and except for liabilities and obligations incurred in the ordinary course of business since the date of the most recent consolidated balance sheet included in the QOEG Documents, neither QOEG nor any of its subsidiaries has any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) except for those that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect on QOEG.

(h) Books and Records. The financial books, records and accounts of QOEG and its subsidiaries, in all material respects, (i) have been maintained in accordance with Canadian generally accepted accounting principles on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of QOEG and its subsidiaries and (iii) accurately and fairly reflect the basis for the QOEG consolidated financial statements. QOEG's and the QOEG Material Subsidiaries' corporate minute books contain minutes of all meetings and resolutions of the directors and shareholders held, and full access thereto has been provided to ADGS.

(i) Litigation, Etc. As of the date of this Agreement, there is no claim, action, proceeding or investigation pending or, to the knowledge of QOEG, threatened against QOEG or any QOEG Material Subsidiary before any court or Governmental Entity that would reasonably be expected to have a Material Adverse Effect on QOEG or to prevent or materially delay consummation of the transactions contemplated by this Agreement or the Arrangement. Neither QOEG nor any QOEG Material Subsidiary, nor any of their respective assets and properties, is subject to any outstanding judgement, order, writ, injunction or decree that has had or is reasonably likely to have a Material Adverse Effect on QOEG or that would prevent or materially delay consummation of the transactions contemplated by this Agreement or the Arrangement. QOEG and the QOEG Material Subsidiaries are not subject to any warranty, negligence, performance or other claims or disputes or potential claims or disputes in respect of products or services currently being delivered or previously delivered, and to their knowledge there are no events or circumstances which could reasonably be expected to give rise to any such claims or disputes or potential claims or disputes, in each case which could reasonably be expected to have a Material Adverse Effect on QOEG.

(j) Tax Matters.

(i) QOEG and each of the QOEG Material Subsidiaries have timely filed, or caused to be timely filed, all Tax Returns required to be filed by them (all of which returns were correct and complete in all material respects), and have timely paid, or caused to be timely paid, all material amounts of Taxes shown to be due and payable thereon, and QOEG's most recently published financial statements contain an adequate provision in accordance with Canadian generally accepted accounting principles for all material amounts of Taxes payable in respect of each period covered by such financial statements and all prior periods to the extent such Taxes have not been paid, whether or not due and whether or not shown as being due on any Tax Returns. QOEG and each of the QOEG Material Subsidiaries have made adequate provision in accordance with Canadian generally accepted accounting principles in their books and records for any material amounts of Taxes accruing in respect of any accounting period which has ended subsequent to the period covered by such financial statements. Since such publication date, no material Tax liability not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued other than in the ordinary course of business. QOEG and its subsidiaries have withheld from all payments made by them, or otherwise collected, all material amounts in respect of Taxes required to be withheld therefrom or collected by them, and have remitted same to the applicable Governmental Entity within the required time periods. Neither QOEG nor any of its subsidiaries has any liability for the Taxes of any other Person;

(ii) Neither QOEG nor any QOEG Material Subsidiary has received any written notification that any issues involving a material amount of Taxes have been raised (and are currently pending) by Canada Customs and Revenue Agency, the United States Internal Revenue Service or any other taxing authority, including, without limitation, any sales tax authority, in connection with any of the Tax Returns filed or required to be filed, and no waivers of statutes of limitations, or objections to any assessments or reassessments, have been given or requested or made with respect to QOEG or any QOEG Material Subsidiary. Neither QOEG nor any QOEG Material Subsidiary has received any written notice from any taxing authority to the effect that any Tax Return is being examined. To the best of the knowledge of QOEG, there are no proposed in writing (but unassessed) additional Taxes involving a material amount of Taxes and none has been asserted in writing. No Tax liens have been filed for material amounts of Taxes other than for Taxes not yet due and payable. Neither QOEG nor any of the QOEG Material Subsidiaries is a party to any Tax sharing or other similar agreement or arrangement of any nature with any other person (other than QOEG or any of its subsidiaries) pursuant to which QOEG or any of the QOEG Material Subsidiaries has or could have any material liabilities in respect of Taxes, other than any liability arising under an agreement providing for the sale or other disposition of property by QOEG or any of the QOEG Material Subsidiaries. Neither QOEG nor any QOEG Material Subsidiary has received a refund of any Taxes to which it was not entitled;

(iii) “Tax” and “Taxes” means, with respect to any entity, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes or other withholding obligations, payroll taxes, employment taxes, Canada or Ontario Pension Plan premiums, excise, severance, social security premiums, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity or for which such entity is responsible, and any interest, penalties, additional taxes, additions to tax or other amounts imposed with respect to the foregoing;

(iv) For purposes of this Section 3.1(j), the term “material amount of Taxes” shall mean an amount of Taxes that is material to QOEG and its subsidiaries taken as a whole.

(k) Pension and Employee Benefits and Employment.

(i) “QOEG Plan” shall mean each employee benefit, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, deferred compensation, stock option, stock compensation, stock purchase, retirement, hospitalization insurance, medical, dental, legal, disability, incentive compensation, stock appreciation, restricted stock, phantom stock, thrift, savings, cafeteria, paid time off, perquisite, fringe benefit, vacation, severance, death benefit or other plan, program, policy or arrangement and each collective bargaining agreement providing benefits to any current or former directors, officers, employees or consultants of QOEG or any of its subsidiaries (“QOEG Employees”), pursuant to which QOEG or any of its subsidiaries has any current or future liabilities.

(ii) With respect to each QOEG Plan, no liability has been incurred and there exists no condition or circumstances in connection with which QOEG or any of its subsidiaries could be subject to any liability that would, individually or in the aggregate, have a Material Adverse Effect on QOEG, in each case under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Code, or any other applicable law, rule or regulation.

(iii) As of the date of this Agreement, there is no labor dispute, strike or work stoppage against QOEG or any of its subsidiaries pending or, to the knowledge of QOEG, threatened which may interfere with the business activities of QOEG or any of its subsidiaries, except where such dispute, strike or work stoppage would not, individually or in the aggregate, have a Material Adverse Effect on QOEG.

(l) Compliance with Laws. QOEG and the QOEG Material Subsidiaries have complied with and are not in violation of any applicable Laws, orders, judgements and decrees other than non compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on QOEG. Without limiting the generality of the foregoing, all securities of QOEG (including, all options, rights or other convertible or exchangeable securities) have been issued in compliance with all applicable securities Laws and all securities to be issued upon exercise of any such options, rights and other convertible or exchangeable securities will be issued in compliance with all applicable securities Laws.

(m) Licenses, Etc. QOEG and each QOEG Material Subsidiary owns, possesses, or has obtained and is in compliance with, all licenses, permits, certificates, orders, grants and other authorizations of or from any Governmental Entity necessary to conduct its businesses as now conducted except for such failure that would individually or in the aggregate not have a Material Adverse Effect on QOEG.

(n) Registration Rights. No holder of securities issued by QOEG has any right to compel QOEG to register or otherwise qualify such securities for public sale in Canada or the United States.

(o) Intellectual Property. QOEG has set forth in writing in a form acceptable to ADGS a complete and accurate list of all registered trade-marks, service marks, copyrights, industrial designs, patents, design patents and all applications therefor of QOEG or its subsidiaries ("QOEG IP"). Except as disclosed in writing in a form acceptable to ADGS, none of QOEG nor its subsidiaries has received written notice or is aware that its use of QOEG IP infringes upon or breaches the industrial or intellectual property rights of any other Person in any material respect. Except as disclosed in writing in a form acceptable to ADGS, QOEG has not commenced legal proceedings relating to an infringement by any Person of the QOEG IP. QOEG, to its knowledge, has or has rights to use all of the intellectual property necessary to conduct the business of QOEG as currently carried on except where the failure to do so would not, individually or in the aggregate, have a Material Adverse Effect on QOEG.

(p) Non-Arm's Length Transactions. There are no material contracts, commitments, agreements, arrangements or other transactions between QOEG or any of its subsidiaries, on the one hand, and any (i) officer or director of QOEG or any of its subsidiaries, (ii) record or beneficial owner of five percent or more of the voting securities of QOEG or (iii) affiliate of any such officer, director or beneficial owner, on the other hand, except for contracts, commitments, agreements, arrangements or other transactions that are either on arm's length terms or, to the extent not on arm's length terms, would not, individually or in the aggregate, have a Material Adverse Effect on QOEG.

(q) Insurance. QOEG has provided or made available to ADGS true, correct and complete copies of all material policies of insurance to which each of QOEG and its subsidiaries are a party or are a beneficiary or named insured. QOEG and its subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as are in accordance with normal industry practice for companies engaged in businesses similar to that of QOEG and its subsidiaries (taking into account the cost and availability of such insurance).

### 3.2 Representations and Warranties of ADGS

ADGS represents and warrants to and in favour of QOEG as follows and acknowledges that QOEG is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) Organization. ADGS has been duly incorporated or formed under applicable Laws, is validly subsisting and has full corporate or legal power and authority to own its properties and conduct its businesses as currently owned and conducted. All of the outstanding shares and other ownership interests of the ADGS Material Subsidiaries which are held directly or indirectly by ADGS are owned directly or indirectly by ADGS, free and clear of all material liens, claims or encumbrances, except as has been set forth in writing by ADGS to QOEG in a form acceptable to QOEG or pursuant to restrictions on transfers contained in articles or similar documents.

(b) Capitalization. As of the close of business on August 31, 2020, the authorized issued capital of ADGS consists of (i) 200,000,000 ADGS shares of common stock, US\$0.0001 par value; and (ii) 2,000,000 ADGS shares of Preferred A Stock, US\$0.0001 par value. As of the close of business on August 31, 2020, there were outstanding (i) 39,204,789 ADGS shares of common stock, and (ii) 1,000,000 ADGS shares of Preferred A Stock. No options or awards have been or will be made under the ADGS Key Employee Executive Plan. Except as described in the preceding sentences of this Section 3.2(b) and in Section 3.2(a), there are no options, warrants, securities, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating ADGS or any ADGS Material Subsidiary to issue or sell any shares of ADGS or any of the ADGS Material Subsidiaries or securities or obligations of any kind convertible into or exchangeable for any shares of ADGS or any ADGS Material Subsidiary. All outstanding ADGS Common Shares and Preferred Shares have been duly authorized and are validly issued and outstanding as fully paid and non assessable shares, free of pre-emptive rights. There are no outstanding bonds, debentures or other evidences of indebtedness of ADGS or any subsidiary having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the ADGS Common Shares on any matter. Except as has been set forth in writing by ADGS to QOEG in a form acceptable to QOEG, there are no outstanding contractual obligations of ADGS or any of the ADGS Material Subsidiaries to repurchase, redeem or otherwise acquire any of its outstanding securities or with respect to the voting or disposition of any outstanding securities of any of the ADGS Material Subsidiaries.

(c) Authority and No Violation.

(i) ADGS has the requisite corporate power and authority to enter into this Agreement and the Support Agreement and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the consummation by ADGS of the transactions contemplated by this Agreement has been duly authorized by its Board of Directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Support Agreement or the transactions contemplated hereby or thereby, other than:

(A) with respect to the ADGS Meeting and other matters relating solely thereto; and

(B) with respect to the ADGS Resolution, the approval thereof by not less than two-thirds of the votes cast by the applicable shareholders;

(ii) This Agreement has been duly executed and delivered by ADGS and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity. The Support Agreement will be duly executed and delivered by each of ADGS and its subsidiaries who will be party thereto and, when so executed and delivered, will constitute their respective legal, valid and binding obligations, enforceable against them in accordance with their respective terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity;

(iii) The Board of Directors of ADGS has (A) determined as of the date hereof unanimously that the Agreement is fair to the holders of the ADGS Common Shares and is in the best interests of ADGS, (B) Authorized and approved this Agreement, the transactions contemplated hereby and thereby; and (C) resolved to recommend approval and adoption of this Agreement by its shareholders at the ADGS Meeting;

(iv) The approval of this Agreement and the Support Agreement, the execution and delivery by ADGS and each of its subsidiaries who will be party thereto of this Agreement, the Support Agreement and the performance by each of them of their respective obligations hereunder and thereunder and the completion the transactions contemplated thereby, will not, subject to obtaining the Regulatory Approvals:

(A) result (with or without notice or the passage of time) in a violation or breach of, require any consent to be obtained under or give rise to any termination, purchase or sale rights or payment obligation under any provision of:

(I) its or any ADGS Material Subsidiary's certificate of incorporation, articles, by laws or other charter documents;

(II) any Laws, judgement or decree (subject to obtaining the Regulatory Approvals relating to ADGS), except to the extent that the violation or breach of, or failure to obtain any consent under, any Laws, judgement or decree would not, individually or in the aggregate, have a Material Adverse Effect on ADGS; or

(III) any contract, agreement, license, franchise or permit to which ADGS or any ADGS Material Subsidiary is party or by which it is bound or subject or is the beneficiary;

(B) give rise to any right of termination or acceleration of indebtedness, or cause any third party indebtedness to come due before its stated maturity, or cause any available credit to cease to be available, other than as would not, individually or in the aggregate, have a Material Adverse Effect on ADGS;

(C) except as would not, individually or in the aggregate, have a Material Adverse Effect on ADGS, result in the imposition of any encumbrance, charge or lien upon any of its assets or the assets of any ADGS Material Subsidiary; or

(D) except as would not, individually or in the aggregate, have a Material Adverse Effect on ADGS, restrict, hinder, impair or limit the ability of ADGS or any ADGS Material Subsidiary to carry on business of ADGS or any ADGS Material Subsidiary as and where it is now being carried on;

No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by ADGS in connection with the execution and delivery of this Agreement and the Support Agreement or the consummation by ADGS of the transactions contemplated hereby or thereby other than (A) the Regulatory Approvals relating to ADGS (if applicable), (B) any filings required in connection with the creation (if applicable) and issue of the ADGS Common Shares, (C) any approval required in connection with the amendment to the articles of Exchangeco or QOEG to create the Exchangeable Shares and (D) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which have been set forth in writing by ADGS to QOEG in a form acceptable to QOEG or which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on ADGS.

(d) No Defaults. Subject to obtaining the Regulatory Approvals relating to ADOS, neither ADGS nor any of its subsidiaries is in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, license or franchise to which it is a party which would, individually or in the aggregate, have a Material Adverse Effect on ADGS.

(e) Absence of Certain Changes or Events. Since June 30, 2020 through to the date hereof, ADGS and each ADGS Material Subsidiary has conducted its business only in the ordinary and regular course of business consistent with past practice (except in connection with the transactions contemplated in this Agreement) and there has not occurred a Material Adverse Change with respect to ADGS (which has not been cured).

(t) Financial Statements; Contingent Liabilities. The unaudited consolidated financial statements for ADGS as at and for each of the 12-month periods ended December 31, 2017, 2018, and 2019 and the unaudited consolidated financial statements for the 3-month and 6-month periods ended Mar. 31 and June 30, 2020 have been prepared in accordance with United States generally accepted accounting principles (“U.S. GAAP”), the requirements of applicable Governmental Entities and applicable securities Laws; such financial statements present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of ADGS and its subsidiaries as of the respective dates thereof and for the respective periods covered thereby. Except as Publicly Disclosed by ADGS (including on the most recent consolidated balance sheet and the footnotes thereto included in the ADGS Documents Publicly Disclosed by ADGS), ADGS and its subsidiaries have not incurred any liabilities that are of a nature that would be required to be disclosed on a balance sheet of ADGS and its subsidiaries or the footnotes thereto prepared in conformity with U.S. GAAP, other than (i) liabilities incurred in the ordinary course of business, (ii) liabilities for Taxes and (iii) liabilities that would not, individually or in the aggregate, have a Material Adverse Effect on ADGS.

(g) ADGS Shares. The ADGS Shares to be issued in connection with the Agreement and the ADGS Common Shares to be provided upon the exchange from time to time of the Exchangeable Shares will, in all cases, be duly and validly issued by ADGS on their respective dates of issue as fully paid and non-assessable securities.

(h) Litigation, Etc. There is no claim, action, proceeding or investigation pending or, to the knowledge of ADGS, threatened against ADGS or any ADGS Material Subsidiary before any court or Governmental Entity that would reasonably be expected to have a Material Adverse Effect on ADGS or to prevent or materially delay consummation of the transactions contemplated by this Agreement. Neither ADGS nor any ADGS Material Subsidiary, nor any of their respective assets and properties, is subject to any outstanding judgement, order, writ, injunction or decree that has had or is reasonably likely to have a Material Adverse Effect on ADGS or that would prevent or materially delay consummation of the transactions contemplated by this Agreement.

(i) Compliance with Laws. ADGS and the ADGS Material Subsidiaries have complied with and are not in violation of any applicable Laws, orders, judgements and decrees other than non compliance or violations which would not, individually or in the aggregate, have a Material Adverse Effect on ADGS. Without limiting the generality of the foregoing, all securities of ADGS (including, without limitation, all options, rights or other convertible or exchangeable securities) have been issued in compliance with all applicable securities Laws and all securities to be issued upon exercise of any such options, rights and other convertible or exchangeable securities will be issued in compliance with all applicable securities Laws.

(j) Tax Matters. Neither ADGS nor any of its subsidiaries has taken any action or failed to take any action, or has knowledge of any fact, agreement, plan or other circumstance that is reasonably likely to prevent the ADGS Transactions.

(k) Exchangeable Shares. The Exchangeable Shares to be issued in connection with the Agreement will be duly and validly issued by Exchangeco on the Effective Date.

(l) ADGS Common Shares. The ADGS Common Shares to be issued pursuant to the Agreement or upon the exchange from time to time of the Exchangeable Shares will, in all cases, be duly and validly issued by ADGS, fully paid and non-assessable and free of pre-emptive rights encumbrances, charges and liens on their respective dates of issue.

### 3.3 Survival

For greater certainty, the representations and warranties of QOEG and ADGS contained herein shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time. Any investigation by a party hereto and its advisors shall not mitigate, diminish or affect the representations and warranties of another party to this Agreement.

## ARTICLE 4 COVENANTS

### 4.1 Retention of Goodwill.

During the Pre-Effective Date Period, QOEG will, subject to the fact that a transaction involving its businesses is contemplated hereby, continue to carry on the business of QOEG and its subsidiaries in a manner consistent with prior practice, working to preserve the attendant goodwill of such entities and to contribute to retention of that goodwill to and after the Effective Date, but subject to the following provisions of this Article 4. The following provisions of this Article 4 are intended to be in furtherance of this general commitment. Nothing contained in this Agreement shall give ADGS, directly or indirectly, the right to control or direct QOEG's operations and nothing contained in this Agreement shall give QOEG, directly or indirectly, the right to control or direct ADGS's operations during the Pre-Effective Date Period. During the Pre-Effective Date Period, each of QOEG and ADGS shall exercise, consistent with, and subject to the limitations provided by, the terms and conditions of this Agreement, complete control and supervision over its operations.

### 4.2 Consultation

Subject to applicable Laws, QOEG and ADGS agree to consult with each other in making any filings with any Regulatory Authority with respect thereto, to enable the other party to review and comment on all such filings that are significant prior to the release thereof, to consider all such comments reasonably and in good faith, and to provide a copy of each such filing to the other party.

### 4.3 Covenants Of QOEG

(a) QOEG covenants and agrees that, until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, except (i) with the consent of ADGS to any deviation therefrom, which consent shall not be unreasonably withheld or delayed; (ii) as has been disclosed in writing by QOEG to ADGS in a form acceptable to ADGS on the date hereof; or (iii) with respect to any matter expressly contemplated by this Agreement including the transactions involving the businesses of QOEG and ADGS contemplated hereby; or (iv) with respect to anything required by Laws, QOEG will, and will cause the QOEG Material Subsidiaries to:

(i) carry on its business in, and only in, the ordinary and regular course in substantially the same manner as heretofore conducted and, to the extent consistent with such business, use all reasonable efforts to preserve intact its present business organization and keep available the services of its present officers and employees and others having business dealings with it to the end that its goodwill and business shall be maintained;

(ii) not split, consolidate or reclassify any of the outstanding shares of QOEG nor declare, set aside or pay any dividends on or make any other distributions on or in respect of the outstanding shares of QOEG;

(iii) not amend the articles or by-laws of QOEG or materially amend the articles or by laws of any subsidiary;

(iv) not sell, pledge, encumber, allot, reserve, set aside or issue, authorize or propose the sale, pledge, encumbrance, allotment, reservation, setting aside or issuance of, or purchase or redeem or propose the purchase or redemption of, or enter into any commitment, arrangement, undertaking or agreement with respect to any of the foregoing in respect of, any shares in QOEG's capital or of any QOEG Material Subsidiary thereof or any class of securities convertible or exchangeable into, or rights, warrants or options to acquire, any such shares or other convertible or exchangeable securities or bonds, debentures or other evidences of indebtedness of QOEG or any subsidiary having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the QOEG Common Shares, except for (A) transactions between two or more wholly owned QOEG subsidiaries or between a wholly-owned subsidiary of QOEG and QOEG, and (B) the issuance of QOEG Common Shares pursuant to fully vested and duly exercised QOEG Options granted prior to the date hereof (if applicable);

(v) not reorganize, amalgamate or merge QOEG or any of the QOEG Material Subsidiaries with any other Person, nor acquire or agree to acquire by amalgamating, merging or consolidating with, purchasing substantially all of the assets or shares of or otherwise, any business of any corporation, partnership, association or other business organization or division thereof, which acquisition would be material to its business or financial condition on a consolidated basis;

(vi) except with respect to the sale of inventory of QOEG or any subsidiary in the ordinary and regular course of business consistent with past practice, not sell, lease, encumber or otherwise dispose of any material assets (other than relating to transactions between two or more wholly-owned QOEG subsidiaries or between a wholly-owned subsidiary of QOEG and QOEG);

(vii) not, and cause each of the QOEG Material Subsidiaries not:

(A) other than pursuant to existing QOEG Plans, in the case of officers and directors of QOEG or any QOEG Material Subsidiary, establish, adopt, enter into or modify in any material respect any QOEG Plan generally applicable to the employees of QOEG or any QOEG Material Subsidiaries, or grant any bonuses, salary increases, pension or supplemental pension benefits, profit sharing, retirement allowances, deferred compensation, incentive compensation, severance or termination pay to or any other form of compensation or with respect to any increase of benefits payable to, or make any loan or other financial assistance to, any officers or directors of QOEG or any QOEG Material Subsidiary, in each case other than in the ordinary course of business and consistent with past practice (including upon or in anticipation of any contract expiration); or

(B) other than in the usual, ordinary and regular course of business and consistent with past practice or pursuant to existing QOEG Plans, in the case of employees who are not officers or directors of QOEG or any QOEG Material Subsidiary, take any action with respect to the establishment, adoption, entering into or modification of any material respect any QOEG Plan generally applicable to the employees of QOEG or any of its subsidiaries, or grant any material bonuses, salary increases, pension or supplemental pension benefits, profit sharing, retirement allowances, deferred compensation, incentive compensation, severance or termination pay or any other form of compensation or with respect to any material increase of benefits payable, or make any material loans to employees;

(viii) not, and will cause its subsidiaries not to, settle or compromise any claim brought by any present, former or purported holder of any of its securities in connection with the transactions contemplated by this Agreement prior to the Effective Date;

(ix) not guarantee the payment of material indebtedness or incur material indebtedness for money borrowed or issue or sell any debt securities or warrants or other rights to acquire debt securities of QOEG or any of its subsidiaries, guarantee any debt securities or enter into any “keep well” or other agreement to maintain the financial statement condition of another Person (other than a subsidiary) or enter into any arrangement having the economic effect of any of the foregoing, except short-term borrowings in the ordinary course of business consistent with past practice;

(x) not, except in the usual, ordinary and regular course of business and consistent with past practice: (A) satisfy or settle any claims or liabilities prior to the same being due, except such as have been reserved against in the financial statements of QOEG and its subsidiaries or as has been disclosed in writing to ADGS by QOEG in a form acceptable to ADGS, which are, individually or in the aggregate, material; (B) grant any waiver, exercise any option or relinquish any contractual rights which are, individually or in the aggregate, material; or (C) enter into any interest rate, currency or commodity swaps, hedges or other similar financial instruments;

(xi) use its reasonable commercial efforts (or cause each of its subsidiaries to use reasonable commercial efforts) to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(xii) incur or commit to capital expenditures prior to the Effective Date only in the ordinary course consistent with past practice;

(xiii) not make any material changes to existing accounting practices relating to QOEG or any subsidiary, except as required by Canadian or U.S. Law, a Government Entity or required by Canadian or U.S. generally accepted accounting principles, or make any material tax election inconsistent with past practice;

(xiv) promptly advise ADOS orally and in writing:

(A) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of QOEG contained in this Agreement (except any such representation or warranty which speaks solely as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

(B) of any Material Adverse Change in respect of QOEG; and

(C) of any material breach by QOEG of any covenant or agreement contained in this Agreement;

(b) QOEG shall and shall cause its subsidiaries to perform all obligations required or desirable to be performed by QOEG or any of its subsidiaries under this Agreement, co-operate with ADOS in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, QOEG shall and where appropriate shall cause its subsidiaries to:

(i) use all reasonable efforts to obtain the requisite approvals of the QOEG Shareholders to the Arrangement Section in this Agreement;

(ii) apply for and use all reasonable efforts to obtain all Regulatory Approvals relating to QOEG or any of its subsidiaries and other approvals, consents or waivers of Governmental Entities required or desirable as soon as practicable in connection with the transactions contemplated by this Agreement and, in doing so, to keep ADOS reasonably informed, subject to applicable Laws, as to the status of the proceedings related to obtaining the Regulatory Approvals and other approvals, consents and waivers, including, but not limited to, (A) consulting with ADGS to the extent practicable in advance of any meeting or conference with Governmental Entities or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by such applicable Governmental Entity or other Person, give ADGS the opportunity to attend and participate in such meetings and conferences, in each case to the extent relating to the transactions contemplated by this Agreement; (B) providing ADOS with copies of all related applications and notifications, in draft form, in order for ADOS to provide its reasonable comments, and (C) providing ADGS with copies of all material correspondence relating to the Regulatory Approvals;

(iii) defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(iv) use its reasonable efforts to have lifted or rescinded any injunction or restraining order relating to QOEG or other order which may adversely affect the ability of the parties to consummate the transactions contemplated hereby;

(v) effect all necessary registrations, filings and submissions of information required by Governmental Entities from QOEG or any of its subsidiaries relating to the Arrangement Section in this Agreement; and

(vi) use its reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained by QOEG or a subsidiary in connection with the transactions contemplated by this Agreement from other parties to any material loan agreements, leases or other material contracts;

(c) QOEG shall not, and shall not permit any of its subsidiaries to, take any action or fail to take any action that would reasonably be expected to prevent the transactions contemplated by this Agreement.

#### 4.4 Covenants Of ADOS

ADGS hereby covenants and agrees:

(a) to perform all obligations required or desirable to be performed by it or its subsidiaries under this Agreement, to co-operate with QOEG in connection therewith, and to do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement and, without limiting the generality of the foregoing, to:

(i) use all reasonable efforts to obtain the requisite approvals of the ADGS Shareholders;

(ii) apply for and use all reasonable efforts to obtain all Regulatory Approvals relating to ADGS, as the case may be, or any of its subsidiaries and other approvals, consents or waivers of Governmental Entities required or desirable as soon as practicable in connection with the transactions contemplated by this Agreement and, in doing so, to keep QOEG reasonably informed, subject to applicable Laws, as to the status of the proceedings related to obtaining the Regulatory Approvals and other approvals, consents and waivers, including, but not limited to, (A) consulting with QOEG the extent practicable in advance of any meeting or conference with Governmental Entities or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by such applicable Governmental Entity or other Person, give QOEG the opportunity to attend and participate in such meetings and conferences, in each case to the extent relating to the transactions contemplated by this Agreement, (B) providing QOEG with copies of all related applications and notifications, in draft form, in order for QOEG to provide its reasonable comments, and (C) providing QOEG with copies of all material correspondence relating to the Regulatory Approvals;

(iii) defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(iv) use all reasonable efforts to have lifted or rescinded any injunction or restraining order or other order relating to ADGS which may adversely affect the ability of the party to consummate the transactions contemplated hereby;

(v) effect all necessary registrations, filings and submissions of information required by Governmental Entities from ADGS or its subsidiaries relating to the Arrangement Section in this Agreement;

(vi) use its reasonable best efforts to obtain all necessary waivers, consents and approvals required to be obtained by ADGS or any of its respective subsidiaries, as the case may be, in connection with the transactions contemplated by this Agreement from other parties to any material loan agreements, leases or other material contracts;

(vii) reserve for issuance, as required, ADGS Shares in connection with the transactions contemplated by this Agreement (including upon exercise of options or convertible securities, if applicable) consistent with the provisions of the Support Agreement;

(viii) cause the articles of Exchangeco or QOEG to be amended to, among other things, create the Exchangeable Shares, and otherwise to reflect the transactions contemplated by this Agreement; and

(ix) take all necessary actions for ADGS, Exchangeco or Callco, as the case may be, to be in a position to deliver ADGS Common Shares upon the exchange from time to time of the Exchangeable Shares;

(b) until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, except (i) with the consent of QOEG to any deviation therefrom, which shall not be unreasonably withheld or delayed; (ii) with respect to any matters which were disclosed by ADGS to QOEG in writing; or (iii) with respect to any matter contemplated by this Agreement, including the transactions involving the businesses of QOEG and ADGS contemplated hereby, ADGS will, and will cause its subsidiaries to:

(i) not split, consolidate or reclassify any of the outstanding ADGS Common Shares, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of the outstanding ADGS Common Shares, other than the normal and customary dividends on ADGS Common Shares (except for a stock split contemplated to be put before the holders of ADGS Common Shares at the next ordinary general meeting for their approval);

(ii) not reorganize, amalgamate or merge ADGS with any other Person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the transactions contemplated; and

(iii) promptly advise QOEG orally and in writing:

(A) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of ADGS contained in this Agreement (except any such representation or warranty which speaks solely as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

(B) of any Material Adverse Change in respect of ADGS; and

(C) of any material breach by ADGS of any covenant or agreement contained in this Agreement.

(d) to not take any action or fail to take any action that would reasonably be expected to prevent the transactions contemplated by this Agreement;

(e) ADGS shall not take any action which could reasonably be expected to prevent the exchange by Canadian resident holders of QOEG Common Shares for Exchangeable Shares from being treated as a tax deferred transaction for purposes of the Canadian Tax Act to holders who are otherwise eligible for such treatment;

(f) the ADGS Common Shares to be issued upon the exchange from time to time of the Exchangeable Shares will, in all cases, be duly and validly issued by ADGS on their respective dates of issue as fully paid and non-assessable securities;

#### 4.5 Covenants Regarding Non-Solicitation

(a) QOEG shall not, directly or indirectly, through any officer or director of QOEG or any of its subsidiaries, and shall use its reasonable best efforts to cause its and its subsidiaries' employees, agents and representatives (including any investment banker, lawyer or accountant) not to (i) solicit, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Acquisition Proposal, (ii) participate in any discussions or negotiations regarding, or provide any confidential information with respect to, any Acquisition Proposal, (iii) approve or recommend any Acquisition Proposal or (iv) accept or enter into any agreement, arrangement or understanding related to any Acquisition Proposal. Notwithstanding the preceding part of this Section 4.5(a) and any other provision of this Agreement, nothing shall prevent the Board of Directors of QOEG from complying with QOEG's disclosure obligations under applicable Laws with regard to an Acquisition Proposal or from considering, participating in any discussions or negotiations, or entering into a confidentiality agreement and providing information pursuant to Section 4.5(c) (but, subject to Section 4.6, not approve, recommend, accept or enter into any agreement, arrangement or understanding), regarding an unsolicited bona fide written Acquisition Proposal (A) in respect of which any required financing has been demonstrated to the satisfaction of the Board of Directors of QOEG, acting in good faith, to be reasonably likely to be obtained, (B) that did not otherwise result from a breach of this Section 4.5, and (C) which the Board of Directors of QOEG has determined in good faith, after consultation with financial advisors and with outside counsel, is a Superior Proposal. QOEG shall, and shall cause the officers, directors, employees, representatives and agents of QOEG and its subsidiaries to, cease immediately all current discussions and negotiations regarding any proposal that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal, and request the return or destruction of all confidential information provided in connection therewith.

(b) QOEG shall forthwith notify ADGS, at first orally and then in writing, of any Acquisition Proposal and any inquiry that could lead to an Acquisition Proposal, or any amendments to the foregoing, or any request for non-public information relating to QOEG or any QOEG Material Subsidiary in connection with an Acquisition Proposal or for access to the properties, books or records of QOEG or any QOEG Material Subsidiary by any Person that informs QOEG or such QOEG Material Subsidiary that it is considering making, or has made, an Acquisition Proposal. Such notice shall include a description of the material terms and conditions of any proposal, the identity of the Person making such proposal, inquiry or contact and provide such other details of the proposal, inquiry, contact, discussions or negotiations as ADGS may reasonably request. QOEG shall keep ADGS informed of the status including any change to the material terms of any such Acquisition Proposal or inquiry.

(c) If QOEG receives a request for material non-public information from a Person who has made an unsolicited bona fide written Acquisition Proposal and QOEG is permitted, subject to and as contemplated under the second sentence of Section 4.5(a), to negotiate the terms of such Acquisition Proposal, then, and only in such case, the Board of Directors of QOEG may, subject to the execution by such Person of a confidentiality agreement containing employee non-solicitation and standstill provisions substantially similar to those contained in the confidentiality agreement then in effect between QOEG and ADGS, provide such Person with access to information regarding QOEG; provided, however, that the Person making the Acquisition Proposal shall not be precluded under such confidentiality agreement from making the Acquisition Proposal (but not, except subject to Section 4.6(d), any material amendment thereto) and provided further that QOEG sends a copy of any such confidentiality agreement to ADGS promptly upon its execution and ADGS is provided with a list of or copies of the information provided to such Person and immediately provided with access to similar information to which such Person was provided.

(d) QOEG shall ensure that its officers, directors and employees and its subsidiaries and their officers, directors and employees and any financial advisors or other advisors or representatives retained by it or its subsidiaries are aware of the provisions of this Section 4.6, and it shall be responsible for any breach of this Section 4.5 by its and its subsidiaries' officers, directors, employees, representatives or agents.

#### 4.6 Notice of Superior Proposal Determination

(a) Notwithstanding Sections 4.5(a), (b) and (c), but subject to ADGS's rights under Sections 6.3(c)(iii) and 6.4, QOEG may accept, approve or recommend or enter into any agreement, understanding or arrangement in respect of an unsolicited Superior Proposal if, and only if: (i) it has provided ADGS with a copy of the Superior Proposal document; and (ii) five Business Days shall have elapsed from the later of the date ADGS received written notice advising ADGS that QOEG's Board of Directors has resolved, subject only to compliance with this Section 4.6, to accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal and the date ADGS received a copy of such Superior Proposal. Any information provided by QOEG to ADGS pursuant to this Section 4.6 or pursuant to Section 4.5 shall constitute "Information" under Section 4.7(b).

(b) During such five Business Day period, QOEG agrees that ADGS shall have the right, but not the obligation, to offer to amend the terms of this Agreement. The Board of Directors of QOEG will review any offer by ADGS to amend the terms of this Agreement in good faith in order to determine, in its discretion in the exercise of its fiduciary duties (but without regard to any requirement for approval or further approval by ADGS's Shareholders), whether ADGS's offer upon acceptance by QOEG would result in such Superior Proposal ceasing to be a Superior Proposal. If the Board of Directors of QOEG so determines, it will enter into an amended agreement with ADGS reflecting ADGS's amended proposal. If the Board of Directors of QOEG continues to believe, in good faith, after consultation with its financial advisors and outside counsel, that such Superior Proposal remains a Superior Proposal (without regard to any requirement for approval or further approval by ADGS's Shareholders) and therefore rejects ADGS's amended proposal, QOEG may approve, recommend, accept or enter into an agreement, understanding or arrangement with respect to the Superior Proposal provided that such acceptance or agreement does not obligate QOEG or any other Person to seek to interfere with the completion of the Agreement or impose any "break-up", "hello" or other fees or options or rights to acquire assets or securities, or any other obligations that would survive the Effective Date, on QOEG or any subsidiary unless and until this Agreement is terminated in accordance with its terms. In addition, in such circumstances, QOEG may proceed with such approvals, consents, filings of or required by Governmental Entities and such other Persons as QOEG shall consider appropriate in order to consummate such Superior Proposal, provided that such activity does not interfere with the completion of the Agreement.

(c) Nothing contained in this Section 4.6 shall limit in any way the obligation of QOEG to convene and hold the QOEG Meeting.

(d) QOEG acknowledges and agrees that each successive material amendment to any Acquisition Proposal shall constitute a new Acquisition Proposal for purposes of the requirement under clause (ii) of Section 4.6(a) to initiate an additional five Business Day notice period.

#### 4.7 Access to Information

(a) Subject to Section 4.7(b) and applicable Laws, upon reasonable notice, QOEG shall (and shall cause each of its subsidiaries to) afford ADGS's officers, employees, counsel, accountants and other authorized representatives and advisors ("Representatives") access, during normal business hours from the date hereof and until the earlier of the Effective Date or the termination of this Agreement, to its and its subsidiaries' properties, books, contracts and records as well as to its management personnel, and, during such period, QOEG shall (and shall cause each of its subsidiaries to) furnish promptly to ADGS all information concerning QOEG's and its subsidiaries' businesses, properties and personnel as ADGS may reasonably request. Subject to Section 4.7(b) and applicable Laws, upon reasonable notice, ADGS shall afford QOEG's Representatives the opportunity, upon reasonable notice and during normal business hours from the date hereof and until the earlier of the Effective Date or termination of this Agreement, to speak to appropriate management personnel as QOEG may reasonably request, without materially interfering with their other responsibilities, provided that all such conversations shall impose upon QOEG confidentiality obligations equivalent to those applicable to ADGS under the Confidentiality Agreement, mutatis mutandis.

(b) Each of ADGS and QOEG acknowledges that certain information provided to it under Section 4.7(a) above will be non-public and/or proprietary in nature (the “Information”) and will be kept confidential by both parties.

#### 4.8 Closing Matters

Each of ADOS and QOEO shall deliver, at the closing of the transactions contemplated hereby, such customary certificates, resolutions and other closing documents as may be required by the other party hereto, acting reasonably.

#### 4.9 Indemnification

(a) ADGS agrees that all rights to indemnification or exculpation now existing in favour of the directors or officers of QOEG or any subsidiary as provided in the articles or by-laws thereof shall survive the Agreement and shall continue in full force and effect for a period of not less than six years from the Effective Time and ADGS hereby assumes, effective upon consummation of the Agreement, all such liability with respect to any matters arising prior to the Effective Time.

(b) There shall be maintained in effect, for not less than six years from the Effective Time, to the extent obtainable on reasonable commercial terms, coverage substantially equivalent to that in effect under the current policies of the directors’ and officers’ liability insurance maintained by QOEO or any of its subsidiaries, as the case may be, which is no less advantageous, and with no gaps or lapses in coverages with respect to matters occurring prior to the Effective Time.

### ARTICLE 5 CONDITIONS

#### 5.1 Mutual Conditions Precedent

The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may only be waived by the mutual consent of ADOS and QOEO:

(a) the Arrangement in this Agreement shall have been approved at the QOEO Meeting by not less than two-thirds of the votes cast by the QOEO Shareholders who are represented at the QOEG Meeting;

(b) the ADOS Resolution shall have been approved at the ADOS Meeting by not less than two-thirds of the votes cast by the ADOS Shareholders who are represented at the ADOS Meeting;

(c) there shall not be in force any final and non-appealable injunction, order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and there shall be no proceeding of a judicial or administrative nature or otherwise, brought by a Governmental Entity in progress or threatened that relates to or results from the transactions contemplated by this Agreement.

(d) this Agreement shall not have been terminated pursuant to Article 6;

(e) the ADGS Common Shares to be issued in connection with the Arrangement Section in this Agreement and such other ADGS Common Shares to be reserved for issuance in connection with the Arrangement Section in this Agreement (including those underlying ADGS Common Shares to be issued from time to time upon the exchange of Exchangeable Shares) shall have been approved for listing on the OTC Market, such listing to be effective as of the Effective Time, subject to the filing of required documentation, notice of issuance and/or other usual Requirements;

(f) the Regulatory Approvals shall have been obtained or satisfied on terms and conditions satisfactory to ADGS and QOEG (but only insofar as it would directly affect QOEG shareholders), acting reasonably, and in connection therewith ADGS shall have regard to the magnitude of the transaction; and

(g) other than the Regulatory Approvals, all consents, waivers, permits, orders and approvals of any Governmental Entity, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement, the failure of which to obtain or the non-expiry of which would constitute a criminal offense, or would have a Material Adverse Effect on ADGS or QOEG, as the case may be, shall have been obtained or received on terms that will not have a Material Adverse Effect on ADGS and/or QOEG; there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity: (i) seeking to prohibit or restrict the acquisition by ADGS or any of its subsidiaries of any QOEG Common Shares, seeking to restrain or prohibit the consummation of the Agreement or seeking to obtain from QOEG or ADGS any damages directly or indirectly in connection with the Agreement, (ii) seeking to prohibit or materially limit the ownership or operation by ADGS or any of its subsidiaries of any material portion of the business or assets of QOEG or any of its subsidiaries or to compel ADGS or any of its subsidiaries to dispose of or hold separate any material portion of the business or assets of QOEG or any of its subsidiaries, (iii) seeking to impose limitations on the ability of ADGS or any of its subsidiaries to acquire or hold, or exercise full rights of ownership of, any QOEG Common Shares, including the right to vote the QOEG Common Shares purchased by them on all matters properly presented to the shareholders of QOEG, (iv) seeking to prohibit ADGS or any of its subsidiaries from effectively controlling in any material respect the business or operations of QOEG or any of its subsidiaries or (v) which otherwise is reasonably likely to have a Material Adverse Effect on QOEG or ADGS.

## 5.2 Additional Conditions Precedent to the Obligations of ADGS

The obligations of ADGS to complete the transactions contemplated by this Agreement shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for ADGS's exclusive benefit and may be waived by ADOS):

- (a) all covenants of QOEG under this Agreement to be performed on or before the Effective Date shall have been duly performed by QOEG in all material respects;
- (b) the representations and warranties of QOEG shall have been true and correct on the date hereof;
- (c) the representations and warranties of QOEG shall be true and correct in all material respects (except where already qualified as to materiality or the absence of a Material Adverse Effect) as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak solely as of an earlier date, in which event such representations and warranties shall be true and correct to such extent as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), and ADGS shall have received a certificate of QOEG addressed to ADGS and dated the Effective Date, signed on behalf of QOEG by two senior executive officers of QOEG (on QOEG's behalf and without personal liability), confirming the same as at the Effective Date;
- (d) the Board of Directors of QOEG shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by QOEG and the subsidiaries to permit the consummation of the Agreement;
- (e) between the date hereof and the Effective Date, there shall not have occurred, in the judgment of ADGS, acting reasonably, a Material Adverse Change to QOEG;
- (f) the holders of QOEG Common Shares representing in excess of 5% of the outstanding QOEG Common Shares shall not have exercised dissent or similar rights in connection with the Agreement.
- (g) the Board of Directors of QOEG shall have made and shall not have modified or amended, in any material respect, prior to the QOEG Meeting, an affirmative recommendation that the holders of the QOEG Common Shares approve the Agreement;

ADGS may not rely on the failure to satisfy any of the above conditions precedent if the condition precedent would have been satisfied but for a material default by ADGS in complying with their obligations hereunder.

### 5.3 Additional Conditions Precedent to the Obligations of QOEG

The obligations of QOEG to complete the transactions contemplated by this Agreement shall also be subject to the following conditions precedent (each of which is for the exclusive benefit of QOEG and may be waived by QOEG):

- (a) all covenants of ADGS under this Agreement to be performed on or before the Effective Date shall have been duly performed by ADGS in all material respects;
- (b) all representations and warranties of ADGS under this Agreement shall have been true and correct on the date hereof;
- (c) the representations and warranties of ADGS shall be true and correct in all material respects (except where already qualified as to materiality or the absence of a Material Adverse Effect) as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak solely as of an earlier date, in which event such representations and warranties shall be true and correct to such extent as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), and QOEG shall have received a certificate of ADGS addressed to QOEG and dated the Effective Date, signed on behalf of ADGS by two senior executive officers of ADGS (on ADGS's behalf and without personal liability), confirming the same as at the Effective Date;
- (d) the Board of Directors of ADGS shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by ADGS to permit the consummation of the Agreement and the provision of ADGS Common Shares upon the exchange from time to time of the Exchangeable Shares;
- (e) between the date hereof and the Effective Date, there shall not have occurred a Material Adverse Change to ADGS;
- (f) the Board of Directors of ADGS shall have made and shall not have modified or amended, in any material respect, prior to the ADGS Meeting, an affirmative recommendation that the holders of the ADGS Common Shares approve the ADGS Proposal;

QOEG may not rely on the failure to satisfy any of the above conditions precedent if the condition precedent would have been satisfied but for a material default by QOEG in complying with its obligations hereunder.

### 5.4 Notice and Cure Provisions

ADGS and QOEG will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would be likely to:

- (a) cause any of the representations or warranties of the other party contained herein to be untrue or inaccurate on the date hereof or on the Effective Date; or
- (b) result in the failure in any material respect to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other hereunder prior to the Effective Date.

## 5.5 Satisfaction of Conditions

The conditions precedent set out in Sections 5.1, 5.2 and 5.3 shall be conclusively deemed to have been satisfied, waived or released when, with the agreement of ADGS and QOEG, a certified statement stating that the arrangement in this agreement has been executed successfully, signed by both of ADGS and QOEG.

## ARTICLE 6 AMENDMENT AND TERMINATION

### 6.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the QOEG Meeting or the ADGS Meeting but not later than the Effective Date, be amended by mutual written agreement of the parties hereto, and any such amendment may, subject to applicable Laws, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties; and/or
- (d) waive compliance with or modify any conditions precedent herein contained.

provided, however, that any such change, waiver or modification does not invalidate any required security holder approval of the Agreement.

### 6.2 Mutual Understanding Regarding Amendments.

- (a) The parties will continue, from and after August 31, 2020 and through and including the Effective Date, to use their respective reasonable efforts to maximize present and future financial and tax planning opportunities for the shareholders of QOEG, and for ADGS and for QOEG as and to the extent that the same shall not prejudice any party or its security holders. The parties will ensure that such planning activities do not impede the progress of the arrangement in this agreement in any material way.

(b) The parties agree that if ADGS or QOEG, as the case may be, propose any amendment or amendments to this Agreement, the other will act reasonably in considering such amendment and if the other and its security holders are not prejudiced by reason of any such amendment the other will co-operate in a reasonable fashion with ADGS or QOEG, as the case may be, so that such amendment can be effected subject to applicable Laws and the rights of the security holders. Without limiting the generality of the foregoing, ADGS shall, acting reasonably, consider in good faith any proposal from QOEG made within 7 Business Days hereof regarding the attributes of the Exchangeable Shares and ancillary rights, but the decision to modify any of such attributes shall be in the sole discretion of ADGS.

### 6.3 Termination

(a) If any condition contained in Sections 5.1 or 5.2 is not satisfied at or before the Effective Date to the satisfaction of ADGS, then ADGS may, subject to Section 5.4 and to Section 5.2, by notice to QOEG terminate this Agreement and the obligations of the parties hereunder (except as otherwise herein provided, including under Section 6.4), but without detracting from the rights of ADGS arising from any breach by QOEG but for which the condition would have been satisfied.

(b) If any condition contained in Sections 5.1 or 5.3 is not satisfied at or before the Effective Date to the satisfaction of QOEG, then QOEG may, subject to Section 5.4 and to Section 5.3, by notice to ADGS terminate this Agreement and the obligations of the parties hereunder (except as otherwise herein provided, including under Section 6.4), but without detracting from the rights of QOEG arising from any breach by ADGS but for which the condition would have been satisfied.

(c) This Agreement may be terminated at any time prior to the Effective Date, by action taken or authorized by the Board of Directors of the terminating party or parties, and except as provided below, whether before or after approval of the matters presented at the ADGS Meeting or the QOEG Meeting:

(i) by the mutual agreement of QOEG and ADGS (for greater certainty, without further action on the part of the QOEG Shareholders or the ADGS Shareholders if terminated after the holding of the QOEG Meeting or the ADGS Meeting, as applicable);

(ii) by either QOEG or ADGS if there shall be passed any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or if any injunction, order or decree enjoining any ADGS or QOEG from consummating the transactions contemplated by this Agreement is entered by a court of competent jurisdiction and such injunction, order or decree shall become final and non-appealable, provided that the right to terminate this Agreement pursuant to this Section 6.3(c)(ii) shall not be available to the party seeking to terminate if any action of such party or its affiliates or the failure of such party or its affiliates to perform any of its obligations under this Agreement required to be performed at or prior to the Effective Time shall have resulted in such impediment to the Closing having been imposed or having failed to be lifted;

(iii) by ADGS if (A) the Board of Directors of QOEG shall have failed to recommend or shall have withdrawn, modified or changed in a manner adverse to ADGS its approval or recommendation of this Agreement (unless ADOS has suffered a Material Adverse Change or ADGS shall have made a misrepresentation at the date hereof or breached a covenant under this Agreement in such a manner that, taking into account Sections 5.3 and 5.4, QOEG would be entitled to rely on the failure of a condition set forth in Sections 5.3(a), (b) or (e) as a reason not to complete the Agreement), or (B) the Board of Directors of QOEG shall have approved or recommended any Acquisition Proposal;

(iv) by QOEG if (A) the Board of Directors of ADOS shall have failed to recommend or shall have withdrawn, modified or changed in a manner adverse to QOEG its approval or recommendation of this Agreement or the transactions contemplated by this Agreement or (B) the Board of Directors of ADGS shall have approved or recommended any ADGS Acquisition Proposal;

(v) by QOEO or ADOS if the QOEO Shareholder approval shall not have been obtained by reason of the failure to obtain the vote at the QOEG Meeting or any adjournment thereof at which the vote was taken;

(vi) by ADGS or QOEG if the ADGS Resolution shall not have been obtained by reason of the failure to obtain the required vote at the ADGS Meeting or any adjournment thereof at which the vote was taken; or

(vii) by QOEG if a ADGS Acquisition Proposal is consummated;

in each case, prior to the Effective Date.

(d) If the Effective Date does not occur on or prior to the Date of Dec. 31, 2020, then, unless otherwise agreed in writing by the parties, this Agreement shall terminate, either party may unilaterally extend this Date upon written notice to the other party prior to the Effective Date, in which case this Date shall be deemed for all purposes to be a new date, provided that the right to terminate this Agreement pursuant to this Section 6.3(d) shall not be available to the party seeking to terminate if any action of such party or its affiliates or the failure of such party or its affiliates to perform any of its obligations under this Agreement required to be performed at or prior to the Effective Time shall have resulted in the conditions contained in Sections 5.1 and Section 5.2 or 5.3 (as applicable) not having been satisfied prior to the Date of Dec. 31, 2020.

(e) If this Agreement is terminated in accordance with the foregoing provisions of this Section 6.3, no party shall have any further liability to perform its obligations hereunder except as provided in Section 6.4 and as otherwise contemplated hereby, and provided that neither the termination of this Agreement nor anything contained in this Section 6.3(e) shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

#### 6.4 Break and Other Fees; Option

(a) If:

(i) ADGS shall terminate this Agreement pursuant to Section 6.3(c)(iii); or

(ii) either QOEG or ADGS shall terminate this Agreement pursuant to Section 6.3(a) or (b) as a result of the failure to satisfy the conditions specified in either Section 5.1(a) or Section 5.1(b) in circumstances where the requisite QOEG Shareholder approval has not been obtained at the QOEG Meeting, and an Acquisition Proposal has been made by any person other than ADGS prior to the QOEG Meeting;

then in any such case QOEG shall pay to ADGS US\$10,000 in immediately available funds to an account designated by ADGS. Such payment shall be due (A) in the case of a termination specified in clause (i), within one Business Day after written notice of termination by ADGS or (B) in the case of a termination specified in clause (ii), within one Business Day after written notice of termination by either ADGS or prior to written notice of termination by QOEG, respectively. QOEG shall not be obligated to make more than one payment pursuant to this Section 6.4(a).

(b) If the holders of the QOEG Common Shares shall fail to approve the Arrangement in this Agreement (unless ADGS shall have suffered a Material Adverse Change or ADGS shall have made a misrepresentation at the date hereof or breached a covenant under this Agreement in such a manner that, taking into account Sections 5.3 and 5.4, QOEG would be entitled to rely on the failure of a condition set forth in Sections 5.3(a), (b) or (e) as a reason not to complete the Arrangement in this Agreement) at the QOEG Meeting, then, except in the circumstances contemplated in Section 6.4(a) above, on the first Business Day following the termination of this Agreement as a result thereof, QOEG shall pay to ADGS US\$10,000 as payment in full of ADGS's out-of-pocket costs and expenses in connection with the transaction contemplated by this Agreement in immediately available funds to an account designated by ADGS.

(c) If the ADGS Shareholders shall fail to approve the ADGS Resolution put forward for approval (unless QOEG shall have suffered a Material Adverse Change or QOEG shall have made a misrepresentation at the date hereof or breached a covenant under this Agreement in such a manner that, taking into account Section 5.4, ADGS would be entitled to rely on the failure of a condition set forth in Sections 5.2(a), (b) or (f) as a reason not to complete the Arrangement in this Agreement) at the ADGS Meeting, then, except in the circumstances contemplated in Section 6.4(a) above, on the first Business Day following the termination of this Agreement as a result thereof, ADGS shall pay to QOEG US\$10,000 as payment in full of QOEG's out-of-pocket costs and expenses in connection with the transaction contemplated by this Agreement in immediately available funds to an account designated by QOEG.

## 6.5 Remedies

The parties hereto acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement by any party or its representatives and any such breach would cause the non-breaching party irreparable harm. Accordingly, the parties hereto agree that, in the event of any breach or threatened breach of this Agreement by one of the parties, then on-breaching party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to each of the parties.

## ARTICLE 7 GENERAL

### 7.1 Notices

All notices and other communications which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by confirmed telecopy, in each case addressed to the particular party at:

(a) If to ADGS, at:

ADGS Advisory Inc.  
#306- 650 Highway 7 East  
Richmond Hill, ONT L4B2N7  
Canada

Attention:  
Xijin WU

(b) If to QOEG, at:

Quality Online Education Group Inc.  
#306- 650 Highway 7 East  
Richmond Hill, ONT L4B2N7  
Canada

Attention:  
Xu Ye WU

or at such other address of which any party may, from time to time, advise the other parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery or telecopying thereof.

## 7.2 Assignment

No party hereto may assign its rights or obligations under this Agreement, except that ADGS may assign all or part of its rights or obligations, without reducing its own obligations hereunder, to a wholly-owned subsidiary.

## 7.3 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns and no third party shall have any rights hereunder.

## 7.4 Waiver and Modification

QOEG and ADGS may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent. No waiver of any provisions of this Agreement shall constitute a waiver of any other provision nor shall any such waiver constitute a continuous waiver unless otherwise expressly provided.

## 7.5 No Personal Liability

No director or officer of ADGS shall have any personal liability whatsoever to QOEG under this Agreement, or any other document delivered on behalf of ADGS.

No director or officer of QOEG shall have any personal liability whatsoever to ADGS under this Agreement, or any other document delivered on behalf of QOEG.

## 7.6 Further Assurances

Each party hereto shall, from time to time, and at all times hereafter, at the request of the other parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.

## 7.7 Expenses

(a) Subject to Section 6.4, the parties agree that all out-of-pocket expenses of the parties relating to the Agreement and the transactions contemplated hereby, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, stock exchange fees, all disbursements of advisors and printing and mailing costs, shall be paid by the party incurring such expenses.

(b) QOEG represents and warrants to ADGS that, except to those have been disclosed previously, no broker, finder or investment banker is or will be entitled to any brokerage, finder's or other fee or commission from QOEG or any subsidiary of QOEG in connection with the transactions contemplated hereby or by the Agreement.

## 7.8 Public Statements

ADGS and QOEG agree to consult with each other as to the general nature of any news releases or public statements with respect to this Agreement, and to use their respective reasonable efforts not to issue any news releases or public statements inconsistent with the results of such consultations. Subject to applicable Laws, each party shall use its reasonable efforts to enable the other parties to review and comment on all such news releases prior to the release thereof. The parties agree to issue jointly the news release in the agreed form with respect to this Agreement as soon as practicable following the execution of this Agreement. ADGS and QOEG also agree to consult with each other in preparing and making any filings and communications in connection with any Regulatory Approvals or other regulatory approvals and in seeking any third party consents under leases, joint ventures or other agreements.

## 7.9 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

## 7.10 Time of Essence

Time shall be of the essence in this Agreement.

## 7.11 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

## 7.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Merger Agreement as of the date first written above.

ADGS Advisory Inc.

By: /s/ Xijin WU  
Name: Xijin WU  
Title: CEO

Quality Online Education Group Inc.

By: /s/ Xu Ye WU  
Name: Xu Ye WU  
Title: President

\_\_\_\_\_

Schedule A

Exchangeable Share Provision

[To be Inserted]

---

Schedule B

Support Agreement

[To be Inserted]

---

Schedule C

Retraction Request

[To be Inserted]

---

**Subscription Agreement**

Quality Online Education Group Inc.

**1. Investment:**

The undersigned ("Buyer") subscribes for Shares of Common Stock of \_\_\_\_\_. (the "Company") at \$0.02 per share.

Number of Shares Purchased = \_\_\_\_\_

Total subscription price (\$0.02 x Shares purchased): = \$ \_\_\_\_\_.

**PLEASE MAKE CHECK PAYABLE TO:**

Quality Online Education Group Inc.  
#306- 650 Highway 7  
East Richmond Hill, ONT L4B2N7, Canada

or send a wire via the instructions below.

**2. Investor information:**

Name (type or print) \_\_\_\_\_

Mailing Address \_\_\_\_\_  
Street City/State Zip

SSN/EIN/Taxpayer I.D./Passport Number. \_\_\_\_\_ E-Mail address \_\_\_\_\_

Joint Name (type or print) \_\_\_\_\_

SSN/EIN/Taxpayer I.D./Passport number \_\_\_\_\_ E-Mail address \_\_\_\_\_

Mailing Address *(if different from above):* \_\_\_\_\_

Street City/State Zip

Business Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**3. Type of ownership: (You must check one box)**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Custodian for   |
| <input type="checkbox"/> Tenants in Common                                    | <input type="checkbox"/> Uniform Gifts to Minors Act of the State of: _____  |
| <input type="checkbox"/> Joint Tenants with rights of Survivorship            | <input type="checkbox"/> Corporation (Inc., LLC, LP) – Please list all officers, directors, partners, managers, etc. |
| <input type="checkbox"/> Partnership (Limited Partnerships use “Corporation”) | <input type="checkbox"/> Other (please explain)  |
| <input type="checkbox"/> Trust  |  |
| <input type="checkbox"/> Community Property                                   |  |

**4. Further Representations, Warrants and Covenants.**

Buyer hereby represents warrants, covenants and agrees as follows:

- (a) Buyer is at least eighteen (18) years of age with an address as set forth in this Subscription Agreement.
- (b) Except as set forth in the Offering Circular and the exhibits thereto, no representations or warranties, oral or otherwise, have been made to Buyer by the Company or any other person, whether or not associated with the Company or this offering. In entering into this transaction, Buyer is not relying upon any information, other than that contained in the Offering Circular and the exhibits thereto and the results of any independent investigation conducted by Buyer at Buyer’s sole discretion and judgment.
- (c) Buyer understands that his or her investment in the Shares is speculative and involves a high degree of risk, and is not recommended for any person who cannot afford a total loss of the investment. Buyer is able to bear the economic risks of an investment in the offering and at the present time can afford a complete loss of such investment.
- (d) Buyer is under no legal disability nor is Buyer subject to any order which would prevent or interfere with Buyer’s execution, delivery and performance of this Subscription Agreement or his or her purchase of the Shares. The Shares are being purchased solely for Buyer’s own account and not for the account of others and for investment purposes only, and are not being purchased with a view to or for the transfer, assignment, resale or distribution thereof, in whole or part. Buyer has no present plans to enter into any contract, undertaking, agreement or arrangement with respect to the transfer, assignment, resale or distribution of any of the Shares.

- (e) Buyer has (i) adequate means of providing for his or her current financial needs and possible personal contingencies, and no present need for liquidity of the investment in the Shares, and (ii) a liquid net worth (that is, net worth exclusive of a primary residence, the furniture and furnishings thereof, and automobiles) which is sufficient to enable Buyer to hold the Shares indefinitely.
- (f) If the Buyer is acting without a Purchaser Representative, Buyer has such knowledge and experience in financial and business matters that Buyer is fully capable of evaluating the risks and merits of an investment in the offering.
- (g) Buyer has been furnished with the Offering Circular.
- (h) Buyer understands that Buyer shall be required to bear all personal expenses incurred in connection with his or her purchase of the Shares, including without limitation, any fees which may be payable to any accountants, attorneys or any other persons consulted by Buyer in connection with his or her investment in the offering.

## **5. Indemnification**

Buyer acknowledges an understanding of the meaning of the legal consequences of Buyer's representations and warranties contained in this Subscription Agreement and the effect of his or her signature and execution of this Agreement, and Buyer hereby agrees to indemnify and hold the Company and each of its officers and/or directors, representatives, agents or employees, harmless from and against any and all losses, damages, expenses or liabilities due to, or arising out of, a breach of any representation, warranty or agreement of or by Buyer contained in this Subscription Agreement.

## **6. Acceptance of Subscription.**

It is understood that this subscription is not binding upon the Company until accepted by the Company, and that the Company has the right to accept or reject this subscription, in whole or in part, in its sole and complete discretion. If this subscription is rejected in whole, the Company shall return to Buyer, without interest, the Payment tendered by Buyer, in which case the Company and Buyer shall have no further obligation to each other hereunder. In the event of a partial rejection of this subscription, Buyer's Payment will be returned to Buyer, without interest, whereupon Buyer agrees to deliver a new payment in the amount of the purchase price for the number of Shares to be purchased hereunder following a partial rejection of this subscription.

## **7. Governing Law.**

This Subscription Agreement shall be governed and construed in all respects in accordance with the laws of the State of Delaware without giving effect to any conflict of laws or choice of law rules.

IN WITNESS WHEREOF, this Subscription Agreement has been executed and delivered by the Buyer and by the Company on the respective dates set forth below.

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Deliver completed subscription agreements and wires as follows:**

- Name: Quality Online Education Group Inc
- Address: Suite 306 - 650 Highway 7 East, Richmond Hill, Ontario L4B 2N7
- Phone Number: 905-882-1585
- Bank Name: Canadian Imperial Bank of Commerce
- Bank Address: 300 West Beaver Creek Rd, Richmond Hill, ON, L4B 3B1
- Bank Phone Number: 905-886-1370
- Bank transit #: 08642
- Institution Number: 010
- Account Number: 0410616
- SWIFT CODE: CIBCCATT

---

***To be filled out by the Company***

Investor Subscription accepted as of this \_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_

Name:

Its:

## ClassIn User Agreement

EEO Tech Co., Ltd. (“EEO”)

EEO Tech Co., Ltd. (“EEO”) hereby reminds you (“User”) to read this ClassIn User Agreement (“Agreement”) carefully, thereby making sure you fully understand all the terms and conditions of this Agreement before registering as User of the Services and use the Services provided by EEO. Please read this Agreement carefully to decide whether or not to accept this Agreement, including but not limited to the terms exempting or limiting the liabilities of EEO, in particular the provisions exempting or limiting the liabilities of EEO, dispute resolution and law application. This Agreement applies to ClassIn websites, softwares, mobile applications and ClassIn Mirror applications (“ClassIn”).

When you fill in the information, read and agree with the content of the Agreement and complete all the registration procedures according to the instructions on the registration page, or after you fill in the information, read and agree to this Agreement according to the instructions on the activation page and complete all the registration procedures, or when you actually use the Service through the methods permitted by EEO, or accept this Agreement by any express or implied methods, you shall be deemed to have fully read, understood and accepted this Agreement, and this Agreement shall be legally binding to you. You shall comply with the terms and conditions of this Agreement and shall not claim that this Agreement is invalid or require the rescission of this Agreement for the reason that you have not read this Agreement or have no response to your inquiry made on EEO.

**If you are a minor under the age of 16 or you do not have full capacity for civil conduct for any other reason, you shall have your guardian read this Agreement and decide whether to agree to it with particular attention to the terms and conditions for the use of minors. If your guardian agrees to this Agreement, you shall have your guardian to set up ClassIn user account for you, and both you and your guardian are bound by the terms herein and responsible for the use of the account or services.**

### The Scope of the Agreement

1. This Agreement defines the rights and responsibilities between EEO and User located outside mainland China for the use of ClassIn. You or User refers to the individual or the legal person, unincorporated organization or natural person that registers, uses or accesses the Services. “Institutions” refer to schools, enterprises, other non-enterprise units, studios or individual teachers that are legally established and exist, which uses entity (school) user services on ClassIn.
2. ClassIn Services refer to the products and services provided by EEO to Users, including but not limited to online classroom, submission of homework, instant messaging, friend addition and management and cloud drive. The Services may be changed by EEO from time to time, subject to the actual performance of EEO (“Services”).
3. This Agreement shall include the [ClassIn Privacy Notice](#), other agreements of EEO and relevant business rules, etc., which shall constitute an integral part of this Agreement once officially issued, and you shall comply with them as well.

### User Account Registration and Management

1. User must register an account of ClassIn, excluding ClassIn Mirror applications which do not require account registration and login, before using the Services. If you are under the age of 16, you shall have your guardian to register an account for you. The account of ClassIn should be registered through, as well as bound with, a mobile phone number. User should use a mobile phone number that has not yet bound with an account of ClassIn or that has not banned by EEO in accordance with this Agreement to register an account of ClassIn. EEO may change the method of account registration based on the needs of customers or products without further notice to User.
  2. Given the method of account registration, you agree that EEO can use the mobile phone number provided by you and/or can extract your mobile phone number automatically and/or can extract your International Mobile Equipment Identity (IMEI) automatically and/or other information at registration for registering an account of EEO.
-

3. The ownership of any ClassIn account belongs to EEO. User obtain the right to use ClassIn account after the completion of account registration. The right to use belongs to the person who initially registered the account. Giving, borrowing, renting, transferring and/or selling are prohibited. EEO has the right to retrieve ClassIn account at its own discretion for business reasons.

4. When User registers an account of EEO or uses the Services, EEO needs to collect certain information of User so that EEO could provide service to User (including but not limited to online classroom, task submission, chat, cloud disk), or contact User when needed. User acknowledges that for the purposes of performing this Agreement, EEO need to collect and process User's personal data, and subject to Article 3 Protection of User's Personal Data of this Agreement.

5. User has the responsibility to store account information properly and to ensure the safety of account password. For loss of account and/or password caused by inappropriate storage, User shall bear the responsibility solely. User undertakes legal responsibility for the action generated by the registered account. User agrees that, in any circumstance, User will not use account and password of others. When User suspects that the User's account and/or password is used by another, User may inform EEO immediately.

6. User shall comply with all the terms of this Agreement and uses the Services correctly and appropriately. For User violating any terms of this Agreement, EEO has the right to suspend or terminate the Services provided to User in accordance with this Agreement. EEO also reserves the right to retrieve ClassIn account, username from User.

#### **User Behavior Specification**

1. User commits that all the materials produced, uploaded, copied, published and/or transmitted by User in the process of using the Services, including but not limited to account registration information such as account profile picture, account name, account statements, account verification information, and words, voice messages, pictures, videos and/or information sent, replied, automatically replied by User, relevant linked websites, and all other materials generated in the process of using User's account and/or the Services and the conduct of User shall be in compliance with the law and this Agreement. EEO shall have the right to manage the information that you upload, release or transmit. If EEO discovers information whose publication or transmission is prohibited by laws, regulations or this Agreement, EEO shall have the right to immediately stop the transmission of such information, take disposal measures such as deleting the information to prevent the information from spreading, save relevant records, and report to relevant authorities. EEO may close User's accounts if necessary.

2. User agrees not to use ClassIn account or the Services to produce, upload, copy, publish, and/or transmit any content that in fact or in our reasonable opinion:

(1) breaches any applicable laws or regulations (or may result in a breach of any laws or regulations when used in a manner permitted by this Agreement), including but not limited to laws, regulations and administrative rules of the PRC;

(2) spreading rumors, disturbing orders of the society, damaging unity of the society;

(3) spreading obscenity, gambling, violence, horror and/or abetting crimes;

(4) insulting and/or libeling others, infringing rights of others;

(5) disobeying fundamentals of laws and regulations, socialist system, national interests, legal rights of citizens, orders of society, morality, informational trueness.

(6) containing sensitive information in regard to politics, religion or morality;

(7) containing false, harmful, coercive, infringing upon others' privacy, harassment, infringement, libel, vulgar, indecent, or other content that is morally objectionable; or

(8) containing other contents restricted or prohibited by applicable laws, regulations, rules, ordinances and any other legally effective rules.

3. User shall not use ClassIn account or the Services to produce, upload, copy, publish, spread information below, disrupting EEO's normal operation and/or violating interests of others or any third parties:

- (1) containing any sex or sexual implications;
- (2) containing information of abuse, intimidation and/or threatening;
- (3) containing information of harassment, spam, malicious, and/or fraud;
- (4) concerning with privacy of materials of other individuals, or entities;
- (5) violating reputation, right of portrait, intellectual property, trade secrets, and other legal rights and interests of others; or
- (6) containing other information that also disrupts the normal operation of the Services and/or the legal rights of others and/or third parties.

4. All information transmitted, published by User in the process of using the Services does not reflect, represent and should be not viewed as reflecting or representing EEO's opinions, positions, or policies and EEO does not assume any responsibilities.

5. User shall not use the Services to conduct activities below:

- (1) submitting, publishing false information, or stealing profile pictures of others, pretending to be others;
- (2) forcing, soliciting others to follow or to click linkages or to share information;
- (3) fabricating information, hiding trueness to mislead or to deceive others;
- (4) infringing the right of reputation, right of portrait, intellectual property, trade secrets and other legitimate rights of others;
- (5) using ClassIn account and any function in promotion or mutual promotions without EEO's written permission;
- (6) using technological measures to create massive amount of fake accounts;
- (7) producing, publishing means, tools in relation to behaviors above or promoting/ transmitting these means and/or tools, whether or not for commercial purposes;
- (8) violating other laws and regulations, legal rights of other Users, or disrupting normal operation of the Software.

6. User must be responsible for the trueness, legality, innocuousness, accuracy, effectiveness of the information when using ClassIn account or the Services. Any legal responsibilities transmitted by User should be undertaken by User alone and do not concern EEO. If User causes damage to EEO or any third parties, User should indemnify in accordance with laws and regulations.

7. The Services provided by EEO may include advertisement. User agrees that advertisements provided by EEO, third parties and/or partners may be displayed in the process of using the Services. Unless prescribed by laws and regulations explicitly, User should be responsible for making transactions concerning these advertisements. If User suffers any loss or damage due to making transactions based on the advertisements provided by EEO, any third parties and/or partners, EEO does not undertake any responsibility.

## Protection of User's Personal Information

1. The protection of User's personal information is a consistent system of EEO. Before you use the Service, you shall read the ClassIn Privacy Notice in its entirety. You acknowledge that for the purposes of performing this Agreement, EEO need to collect and process certain personal data of yours. Where there is no specific provision on personal information protection in this Agreement, the ClassIn Privacy Notice shall prevail.
2. In the process of registering account or using the Service, you may need to fill in or submit some necessary information, such as identity information required to be filled in accordance with relevant laws, regulations, rules and regulatory documents ("**laws and regulations**"). If information you provide is incomplete or does not comply with laws and regulations, you may not be able to use the Service or may be restricted in the course of using the Service.
3. In order to provide you with online classes and other services, EEO are entrusted by the organization to collect and process your personal information according to the agreement with the organization and the organization's requirements.
4. You may access, correct or delete your personal information according to the provisions of the ClassIn Privacy Notice, and may withdraw your authorization, cancel your account, make complaints and reports, and set up relevant privacy settings.
5. EEO undertakes to take appropriate organizational and technical security measures to protect the security of Users' personal information and prevent the personal information from being divulged, damaged, lost or tampered.
6. EEO stores User's personal information in accordance with the ClassIn Privacy Notice. If the User ceases to use the Service or the Service ceases to operate, EEO may permanently delete the User's data from the server.
7. EEO attaches great importance to the protection of minors' personal information. If you are a minor under the age of 18 or you do not have full capacity for civil conduct due to other reasons, you shall inform your guardian to read this Agreement and the ClassIn Privacy Notice before registering an account or using the Service and may not use the services provided in ClassIn without the consent of your legal guardian.

## Statement of "Cloud" service and limitation of liability

1. EEO's "Cloud" service is to provide User information storage service module and basic online storage as well as other online services through cloud technology. EEO's "Cloud" service itself does not directly upload content, provide content, amend or edit the content transmitted by User.
2. EEO's "Cloud" service highly recognizes the right of intellectual property of both individual User and entity User and provides entity User a folder that secures the content in the folder ("my textbooks" folder) in "Cloud" services. The courseware provided by an entity User when creating classes is stored in the "my textbooks" folder of the class teacher's "Cloud" service. Class teacher cannot move, copy, share, delete and/or rename the folder, as well as the courseware in the folder.
3. With the completion of each class, EEO's "Cloud" service has the right to stop the class teacher from accessing the "my textbooks" folder.
4. Before the completion of each class, class teacher should not store, steal, embezzle the courseware in the "my textbooks" folder. Entity User realizing class teacher that store, steal and/or embezzle the courseware of the entity should deprive the teacher's right of teaching.
5. User shall solely bear the indemnity, constraint, and/or legal sanctions for storing, stealing, embezzling courseware of an entity.
6. If difference arises in regard to the ownership of intellectual property of the courseware stored in EEO's "Cloud" service, please follow instruction and format below including reference number attached to each clause:

- (1) Proof of ownership of the intellectual property holder in terms of trademark, copyright and/or other proprietary rights of the content violating intellectual property rights.
- (2) Please sufficiently, clearly describe the content allegedly violating the owner's rights and provide screenshot information of the content that was uploaded illegally.
- (3) Please articulate which content allegedly violates the owner's rights specified in the clause 6(2) above.
- (4) Please provide intellectual property holder's contact information including his name and copy of his ID.
- (5) Please provide infringer's basic information such as account number, nickname or entity's name for EEO to contact the alleged infringer.
- (6) Please include the statement of authenticity below in your right to claim:
  - (a) I am the legal owner of the complained content;
  - (b) I make the claim that the content used by infringer violates my legal rights;
  - (c) I confirm, if the content of this claim is not entirely true, I would undertake all legal liability resulted therefrom.
- (7) Please include following statement in your right to claim: "I promise, all information in the claim is sufficient, true, and accurate. I am the legal owner of the content violating the intellectual property rights or I am authorized to exercise the rights listed in the clause 6(2) above."
- (8) Please sign the document, and annex the seal on the document if User is a legally incorporated organization.

#### **Limitation of liability**

1. User understands and agrees that EEO offers User an online class platform for User to share, transmit and obtain information. User must be responsible for any action acted through User's account including any content transmitted through User's account, as well as any consequence resulted from the transmission of the content. User must assess any content transmitted through EEO or the Services independently and undertakes all risks resulted from the use of the content, as well as the reliance on the correctness, integrity and practicality of the content. In no event EEO will be liable for any loss or damage caused by User whatsoever arising out of the use of or inability to use the Services or the provision of or failure to provide technical or other support services. If User realizes anyone violating this Agreement or using the Services inappropriately, please inform EEO immediately; EEO will process the incident in accordance with this Agreement.
2. Users are at their own risk to use the Software and Services at any time reasonably, outside the control of EEO, or irrelevant to EEO, including but not limited to:
  - (1) risks such as loss and leakage of personal information as a result of system vulnerabilities, hacking or other force majeure factors under the circumstance that EEO has taken appropriate security measures;
  - (2) any problems or damages resulting from the event that software installed by the customer does not match the model number of the customer's end equipment;
  - (3) risks possibly caused by a third party's website and relevant content when the user accesses a third party's website by using the software;
  - (4) the service login failure, uncompleted data synchronization, slow page opening speed, etc. due to wireless network signal instability, wireless network bandwidth and other reasons;
  - (5) risk of service interruption due to power failure, equipment failure, hacker invasion, natural disasters, and normal maintenance of equipment; and
  - (6) risks arising from force majeure, changes in laws or acts of competent authorities.

3. User understands and agrees that EEO reserves the right to change, suspend, terminate and/or withdraw the Services in part or in whole unilaterally.
4. Notwithstanding the foregoing, nothing in this Agreement supersedes or limits your rights under applicable laws or regulations to the extent that the terms and conditions of this Agreement are explicitly prohibited by such laws or regulations.

### **Copyright Statement**

1. Except the intellectual property right of advertisements shown in the Services, in the course of your use of the Services, all the intellectual property rights (including trademark rights, copyright, trade secrets, etc. ) of the content EEO offer (including but not limited to any webpages, text, pictures, audio, video, charts, interface designs, layout frames, data and procedures, code, files, animations, etc. ) belong to us. All the intellectual property rights of the content generated in your use of the Services belong to you and/or the relevant right holders in accordance with the law, and the User shall not, without the written consent of relevant right holders, implement, use or transfer such intellectual property rights, information or materials in any manner.
2. Unless other special statements have been made, the copyright, patents, and other intellectual property rights of the software on which EEO rely to provide the Services shall be the property of EEO.
3. Any graphics, words and statements or combinations of both that are part of the Services, as well as the copyrights and trademarks of EEO's logo, products, name of the Services ("**EEO's logo**") are the property of EEO. Without EEO's written permission, User has no right to display or use EEO's logo in any forms, or indicate that User has right to display, use and/or dispose EEO's logo in any forms.
4. All the intellectual property rights above or else applicable to EEO and/or to the owners of the advertisements are protected by law. Without written permission from EEO or the owners of the advertisements, User cannot use and/or create derivative work relying on the content protected by the intellectual property rights.
5. If you believe any of your intellectual property rights or other legitimate rights and interests have been infringed, please contact EEO.

### **Legal Liability**

1. If EEO discovers or receives a report or complaint from a User of any breach of this Agreement, EEO has the right to examine, delete and block all relevant content, including but not limited to user information and chat logs, at any time without prior notice. Also, EEO has the right to punish the User of any non-compliance of his/her account (including, without limitation, warning, equipment ban, function ban and account ban) or even cancel the user's account according to the severity of the offense committed by the User, and shall inform the User of the result. EEO will also assist the investigation at the request of the relevant government departments.
2. Any user banned due to violation of the Agreement may contact the customer service to inquire about the reasons for and duration of the ban, and may submit a complaint to the relevant webpage on EEO website. EEO will review the complaint and make a reasonable decision about whether to change the punishment measures.
3. User understands and agrees that EEO is entitled, in its reasonable discretion, to penalize violations of any applicable laws and regulations or provisions of this Agreement and take appropriate legal actions against any User that violates laws or regulations and report such violations to the relevant authorities in accordance with laws and regulations. User shall bear all legal liabilities arising therefrom.
4. User understands and agrees that User shall indemnify and hold EEO, the cooperative company and their affiliates harmless from and against any claim, demand or loss brought by any third party, including reasonable attorneys' fees, arising out of or resulting from User's breach of this Agreement. After EEO has first borne the liability for administrative punishment or compensation for damages arising from the User's behavior, EEO is entitled to recover the damages from the User.

## **Force Majeure and Other Exemptions**

1. User understands and confirms that, in the process of using the Services, User may encounter extraordinary events or circumstances beyond the control which result in the suspension of the Services. Extraordinary events or circumstances beyond the control refer to events that are unforeseeable, unsurmountable and unavoidable that cause significant impact on either one or both parties and that include but not limited to natural disasters such as flood, earthquake, spread of plague, spread of pandemic, windstorm, as well as social events such as war, riot, acts of governments etc. With the occurrence of events above, EEO will cooperate with relevant authorities timely to restore the Services. But EEO is not liable for any loss undertaken by User and/or third parties if such loss is as a result of the events above.
2. Same as most other Internet services, the Services may be affected by factors including but not limited to User's factors, internet service status, and social circumstances; the Services may be attacked by safety and security issues, such as others User's data may be used to cause harassment in real life; User downloading and installing other software or accessing websites that contains "Trojan virus" which threaten User's computer and data safety may affect the use of the Services. User should be aware of the significance of information safety, data protection, and password protection to avoid loss and harassment.
3. User understands and confirms that the provision of the Services is subject to risks, which include extraordinary events or circumstances beyond the control, computer virus, hacker's attack, system instability, User's location, User turning off computer, as well as other technologies, Internet status, communication status, that the Services could be interrupted or do not satisfy User's demands. EEO is not liable for any loss undertaken by User or any third parties due to the risks above.
4. User understands and confirms that, in the process of using the Services, EEO is not liable for any loss undertaken by User or any third parties resulted from information that is misleading, fraudulent, defamatory, resentful and/or illegal, as well as information that assumes the rights and/or names of others, as well as the acts derived from the information above.
5. User understands and confirms that EEO needs to maintain or fix EEO system and associated equipment from time to time, for which the interruption of the Services, within a reasonable period of time, does not impose any liability on EEO. EEO should make announcements prior to the maintenance or fix.
6. EEO has the right to process the content violating laws, regulations and the Agreement. The right does not constitute EEO's duty or promise. EEO may not identify and/or process the content timely.
7. User understands and acknowledges that EEO shall not be responsible for the quality defects of, and any losses arising from, the following products or services provided to User by EEO:
  - (1) any Service provided to User by EEO; or
  - (2) any free product and/or service given to User by EEO.
8. In any circumstances, EEO is not liable and/or undertake any responsibility for circumstantial, consequential, punitive, chance, special, and/or criminal loss, which include the loss of profits resulted from User using the Services even if the has been informed about the possibility of the loss.

## **Change, Interruption and Termination of Services**

1. Given the particularity of Internet service, User agrees that EEO has the right to amend, suspend or terminate part or all the Services.

2. In any one of the circumstances below, EEO has right to alter, suspend or terminate the Services without any liability to User or any other third parties:

(1) User should provide real information in accordance with relevant laws and regulations but failed to provide correct information of person or entity, or the information provided by User is inconsistent with the information provided during the account registration without reasonable proof;

(2) User violated relevant laws and regulations and/or the Agreement.

(3) required by laws and regulations and requests made by relevant authorities.

(4) for reasons of safety or other necessary circumstances.

#### **Miscellaneous**

1. This Agreement includes related agreements and business rules about the Service that may be published by EEO from time to time. Upon formal release, the above content shall constitute an integral part of this Agreement and shall be observed by Users.

2. EEO has the right to amend the Agreement as and when necessary and the amended terms of the Agreement shall supersede the original terms once published. User may find the latest version of the Agreement on EEO website or in the latest version of the Services. If User continues to use the Service after the terms and conditions have been modified by EEO, User shall be deemed to have accepted the modified terms and conditions. User should cease to use the service immediately if User does not accept the modified terms and conditions, and Customer's continued use of the service may be deemed to be acceptance of the modified Agreement.

3. EEO reminds User paying attention to the clauses that exempting EEO's liability and constraint User's rights. User should read the clauses carefully and take the risks into consideration. Minors should be accompanied by his/her legal custodian when reading this Agreement

4. The validity and interpretation of this Agreement and the settlement of disputes arising hereunder shall be governed by the laws of the PRC. In the event of any dispute or controversy arises between User and EEO, such dispute or controversy shall be resolved through amicable negotiation in the first place. If such negotiation fails, the User agrees to submit such dispute or controversy to the competent court located in the locality of EEO.

5. If any term of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the term shall be restricted or excluded to the minimum extent necessary, and replaced by a new term that comes closest to expressing the intent of this Agreement, so that this Agreement will continue in full force and effect.

6. This Agreement constitutes the entire agreement between you and EEO relating to your use of the Software and hereby supersedes and cancels any prior written or oral agreement or understanding between you and EEO relating to such use.

7. If any term or provision of this Agreement is invalid or unenforceable for any reason, the remaining terms and provisions shall continue to be binding upon the Parties.



## EMPLOYMENT AGREEMENT

This AGREEMENT made as of the [Date]

BETWEEN:

[Name of the Employee] (hereinafter called the "Employee")

- and -

**Quality Online Education Group Inc.**

A corporation incorporated under the federal laws of Canada.

(hereinafter called the "Employer")

**WHEREAS** the Employer wishes to hire the Employee as its [Title] effective [Start Date] and the Employee wishes to accept employment upon the terms and conditions herein;

**NOW THEREFORE** in consideration of the following terms and conditions, the parties agree as follows:

### ARTICLE 1.00 - EMPLOYMENT AND TERMS

1. **Start Date:** This Agreement shall commence on [Start Date] (the "Start Date") for an indefinite period, subject to termination in accordance with this Agreement.
2. **Capacity:** The Employee shall serve the Employer in the capacity [Title]
3. The position is full-time, 37.5 hours per week.
4. The Employee shall devote full working time, attention and ability to the affairs of [Name of the Employee] through the performance of the duties and responsibilities as outlined in this Agreement. Outside of working time, the Employee shall not engage in any activities that conflict with the interests of [Name of the Employee], without prior written consent. The Employee acknowledges an obligation to advise [Title of the Direct Manager] in writing of any activities that conflict or might potentially conflict with the interest of [Name of the Employee] and agrees to cease all such activities should the Employer reasonably determine that there is a conflict.
5. **Hours of Work:** The hours of work are Monday to Friday, 9am to 5:30pm, including a paid 30-minute lunch and two paid 15-minute breaks (which is in excess of the minimum requirements of Ontario's *Employment Standards Act, 2000*, as amended from time to time ("*Act*"). The Employee is not expected to work more than these hours of work. From time to time, there may be a need for additional hours, or there may be some additional work assigned to the Employee, based on unusual needs and operations. Any time worked over these hours of work must be approved in advance by [Title of the Direct Manager]. Failure to obtain prior approval before working more than the regular hours of work will result in discipline and repeated failure will result in termination of employment. The Employee agrees to be compensated with paid time off in lieu of overtime pay, for all hours worked in excess of 44 hours per week.



## **ARTICLE 2.00 - DUTIES AND RESPONSIBILITIES**

1. Time and Attention: The Employee agrees to devote full time, faithful attention, skill and efforts to the interests of the Employer and its affiliates.
2. Duties: The Employee's duties shall consist of those duties commensurate with the capacity of [Title] and as may from time to time be determined by the Board of Directors.
3. Reporting: The Employee shall report to the [Title of the Direct Manger] and shall be subject to the supervision and direction thereof.
4. Employee's Covenant: The Employee covenants to perform the duties of [Title] faithfully and to the best of their ability during the term of this Agreement.
5. Rules and Policies: The Employee agrees to abide by all applicable laws. The Employee also agrees to abide by the terms of the Employer's policies and procedures, which may be amended by the Employer in its sole discretion from time to time. A current copy of the Employer's policies and procedures are attached to this Agreement.
6. Please see schedule A for detail.

## **ARTICLE 3.00 - REMUNERATION AND EXPENSES**

- 1 Remuneration: The Employer agrees to pay the Employee an annual base salary of [Annual Salary] which include [Monthly Salary], payable monthly in arrears by direct deposit.
- 2 Out-of-Pocket Expenses: The Employee shall be reimbursed for all travelling and other expenses actually and properly incurred in connection with their duties hereunder. For all such expenses. the Employee shall provide the Employer with all appropriate statements, receipts, and vouchers on a monthly basis. Failure to provide supporting statements, receipts or vouchers will disentitle the Employee from expense reimbursement.
- 3 Vacation: The Employee will be entitled to two weeks' vacation or vacation pay, or such other vacation or vacation pay, as required under the *Act*. All vacation time must be pre-approved by the Employer, and the Employer reserves the right to determine when vacation time may be taken, in accordance with operational needs.

## **ARTICLE 4.00 -TERMINATION**

- 1 Termination by Mutual Agreement: This Agreement may be terminated at any, time upon the mutual agreement of the Employee and the Employer.
- 2 Termination for Cause: The Employer may terminate the Employee's employment pursuant to this Agreement at any time for cause without notice or pay in lieu or notice, or payment of any compensation either by way of anticipated earnings or damages of any kind.
- 3 Termination without Cause: This Agreement is subject to a probationary period of three months beginning on the Start Date. During the probationary period, the Employee may be terminated without notice or pay in lieu of notice. Following the expiry of the probationary period, the Employer may terminate the Employee's employment pursuant to this Agreement at any time upon providing the Employee with the minimum amount of notice of termination or pay in lieu of notice of termination (or a combination of notice and pay in lieu of notice at the discretion of the Employer) prescribed by the *Act*, plus severance pay, if any prescribed by the *Act*, and upon making the benefit plan contributions necessary to maintain the Employee's participation for the minimum period prescribed under the *Act* in all benefit plans provided to the Employee by the Employer immediately prior to the termination of the Employee's employment, if any. The Employee agrees that the Employer may deduct from any payment hereunder the Employee's contributions to the benefit plans, if any, in accordance with the terms of such plans. In addition, the Employee will be paid any earned and unpaid salary and all vacation pay accrued and owing, including vacation pay over the statutory termination pay period, on the next payroll deposit date following the date the Employee's employment is terminated. No other compensation in lieu of notice of termination will be provided to the Employee unless required pursuant to the *Act*. This provision of such notice of termination or pay in lieu of notice of termination and severance pay, if any, and other entitlements strictly required by the *Act*, shall constitute full and final satisfaction of any claim or entitlement that the Employee may have from or against the Employer arising from or related to the Employee's employment or its termination, whether pursuant to statute, contract. common law or otherwise.



- 4 Termination by Employee: The Employee may terminate the Employee's employment pursuant to this Agreement at any time upon the giving of fifteen (15) business days' written notice to the Employer. The Employee agrees that the Employer may waive the resignation period by paying to the Employee an amount equivalent to the salary that the Employee would have received during the resignation period and by continuing to make its contributions to the benefit plans, if any, in which the Employee then participates until the end of the resignation period. The Employee agrees that the Employer may deduct from such payment the Employee's contributions to the benefit plans in accordance with the terms of such plans. The Employee also agrees that such waiver by the Employer does not constitute termination of the Employee's employment by the Employer.
- 5 Return of Property: Upon the cessation of the Employee's employment pursuant to this Agreement for whatever reason, the Employee will immediately deliver to the Employer all keys, documents, equipment or other property belonging to the Employer, or for which the Employer is liable to others, that are in the Employee's possession or control.

#### **ARTICLE 5.00 NON-SOLICITATION**

1. The Employee hereby agrees that the Employee will not, in any manner whatsoever, without the prior written consent of the Employer, at any time during the Employee's employment hereunder and for a period of twelve (12) months from the date of cessation of the Employee's employment for any reason, with or without cause, directly or indirectly:
  - a. induce or endeavour to induce any employee of the Employer to leave their employment, whether or not such employee would breach their contract of employment by doing so;
  - b. employ or attempt to employ or assist any person to employ any employee of the Employer; or
  - c. solicit, endeavour to solicit or gain the custom of, canvass or interfere with the Employer's relationships with any person that:
    - i. is a customer of the Employer at the date of cessation of the Employee's employment and with whom the Employee had any business dealings in the twelve-month (12) period immediately preceding the date of cessation of their employment;
    - ii. was a customer of the Employer at any time within twelve (12) months prior to the date of cessation of the Employee's employment and with whom the Employee had any business dealings in the twelve-month (12) period immediately preceding the date of cessation of his employment; or
    - iii. has been pursued as a prospective customer by or on behalf of the Employer at any time within twelve (12) months prior to the date of cessation of the Employee's employment, and in respect of whom the Employee participated in such pursuit and in respect of whom the Employer has not determined to cease all such pursuit, for the purpose of selling any products or services to the customer or prospective customer, or for the purposes of soliciting orders of any products or services from that customer or prospective customer, where such products or services are substantially similar to or competitive with the products or services sold by the Employer at the date of cessation of the Employee's employment.



The Employee hereby acknowledges and confirms that the above restrictions are reasonable and valid and the Employee hereby waives all defences to the strict enforcement thereof.

#### **ARTICLE 6.00 - GENERAL PROVISIONS**

1. Notice: Any notice in writing required under this Agreement shall be sufficiently given if delivered personally or mailed by registered mail, postage prepaid, addressed as follows:

To the Employee at:                      [Name of the Employee]  
    [Address of the Employee]

To the Employer at:                      VP of Human Capital  
    Suite 306, 650 Highway 7 East,  
    Richmond Hill, Ontario, Canada  
    L4B 2N7

Any such notice given by personal delivery shall conclusively be deemed to be received on the date of the actual delivery thereof and when given by registered mail, shall conclusively be deemed to be received on the seventh (7th) business day following the date of mailing.

When any party giving any notice knows, or ought reasonably to know, of any disruption in the operation of the postal system which may affect the delivery of mail in the ordinary course, any such notice shall not be mailed but shall be given by personal delivery.

Any party may change their address at any time but notice in writing must be given to the other party of any change of address of the party giving such notice, and only from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

2. Entire Agreement: This Agreement and the terms hereof shall constitute the entire Agreement between the parties hereto with respect to all of the matters herein and this Agreement shall not be amended, altered or qualified except by memorandum in writing signed by the parties hereto.



3. Severability: If any covenant or provision contained herein is determined to be void or unenforceable in whole or in part, such covenant or provision shall be deemed not to affect or impair the validity of any other covenant or provision contained herein.
4. Proper Law of Contract and Jurisdiction: This Agreement shall have been deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties both agree and attorn to the exclusive jurisdiction of Ontario courts.
5. Headings: The headings of all sections in this Agreement are inserted for convenience of reference only, and do not affect the construction or interpretation of this Agreement or any part hereof
6. Confidentiality: The Employee hereby agrees not to at any time disclose any confidential information of the Employer to any person, nor use the same for any purpose other than the purposes of the Employer, nor disclose or use for any purpose other than those of the Employer any information relating to the private affairs of the Employer or any other non-public information relating to the business and affairs of the Employer which may acquire or provide during the course of employment, however, that the Employee may disclose any information to the extent required by law, regulation or by valid order of a governmental body, regulatory board, administrative tribunal or comparable entity.
7. Amendments and Waiver: This Agreement may be modified only by written agreement of both the Employee and the Employer.
8. Survival of Clauses: The Employee agrees that the Confidentiality and Non-Solicitation provisions of this Agreement will survive the cessation of the Employee's employment with the Employer for any reason.
9. Acknowledgement: In the event that any provision in this Section is found contrary to the *Act*, or otherwise unenforceable for any reason, the parties agree that the applicable statutory minimum standards pursuant to the *ESA*, shall supersede and prevail. This Section shall remain in effect for the duration of the Employee's employment, regardless of any change in the terms and conditions of employment, including any change in the Employee's title, duties, location of work, classification, compensation or any change in any other term or condition of employment.
10. By signing this Agreement, the Employee confirms to the Employer that there are no contractual commitments or other legal obligations that would prohibit the Employee from performing the duties and responsibilities under this Agreement for the Employer.

This Agreement has been executed by the Employer and the Employee as of the date indicated below.

**EMPLOYER'S AGREEMENT**

---

VP of Human Capital

---

Date



## EMPLOYEE'S AGREEMENT

I acknowledge that:

- (a) I have had sufficient time to review this Agreement thoroughly, and have been told I can have more time if needed to review before signing;
- (b) I have read and understand the terms of this Agreement, and sign without pressure;
- (c) I have been provided with a copy of the *Employment Standards Act, 2000* poster, as well as the Employer's policies and procedures; and
- (d) I have received a copy of this Agreement for my personal records.

---

Signature of [Employee Name]

---

Date



#### **SCHEDULE "A"**

**POSITION:** [Title]

#### **JOB DESCRIPTION**

**The Employee shall be engaged to provide services**, as described below, to the Company on an "as required" basis. The Employee will work with [The Name of the Direct Manager], who is responsible for all scheduling and dealing with all issues relating to this Agreement, or this person's delegate.

**On a schedule to be agreed upon between the parties, the Employee shall provide the following Services:**

1. [List of Job descriptions]
6. Other duties as assigned.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation in this Registration Statement on Form 1-A of our report dated September 16, 2021, relating to the financial statements of ADGS Advisory, Inc. as of August 31, 2020 and 2019 and to all references to our firm included in this Registration Statement.

B F Benym CPA PC

Certified Public Accountants  
Lakewood, CO  
September 16, 2021

---

September 17, 2021

Quality Online Education Group Inc.  
#306- 650 Highway 7  
East Richmond Hill, ONT L4B2N7, Canada

Re: Form 1-A

Ladies and Gentlemen:

I am counsel for Quality Online Education Group Inc., a Delaware corporation (the “Company”), in connection with the proposed public offering (i) by the Company under the Securities Act of 1933, as amended, of up to 500,000,000 shares of its common stock, \$0.0001 par value per share (“Common Stock”), and (ii) by certain selling shareholder (collectively, the “Selling Shareholders”) under the Securities Act of 1933, as amended, of up to 1,562,508,272 shares of its common stock, \$.0001 par value per share (“Common Stock”) through a Regulation A Offering Statement on Form 1-A (the “Offering Statement”) as to which this opinion is a part, to be filed with the Securities and Exchange Commission.

In connection with rendering our opinion as set forth below, I have reviewed and examined originals or copies identified to our satisfaction of the following:

- (1) Articles of Incorporation and amendments thereto, of the Company as filed with the Secretary of State of Delaware;
- (2) Corporate minutes containing the written resolutions of the Board of Directors of the Company;
- (3) The Offering Statement and the offering circular which is a part thereto; and
- (4) The other exhibits of the Offering Statement.

I have examined such other documents and records, instruments and certificates of public officials, officers and representatives of the Company, and have made such other investigations as I have deemed necessary or appropriate under the circumstances.

In my examination, I have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to me as original documents and the conformity to original documents of all documents submitted to us as certified, conformed, facsimile, electronic or photostatic copies. I have relied upon the statements contained in the Offering Statement and certificates of officers of the Company, and I have made no independent investigation with regard thereto.

Based upon the foregoing and in reliance thereon, it is my opinion that (i) the 500,000,000 shares of Common Stock being offered by the Company under the Registration Statement, when sold, will be legally issued, fully paid and non-assessable pursuant to the laws of the State of Delaware and the laws of the United States of America, and (ii) the 1,562,508,272 shares of Common Stock being offered by the Selling Shareholders under the Registration Statement, are legally issued, fully paid and non-assessable pursuant to the laws of the State of Delaware and the laws of the United States of America.

I hereby consent to this opinion being included as an exhibit to the Offering Statement and to being named in the Offering Statement.

Very truly yours,

/s/ Matthew McMurdo, Esq.  
Matthew McMurdo, Esq.

---